



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY
साप्ताहिक
WEEKLY

सं. 44] नई दिल्ली, अक्टूबर 27—नवम्बर 2, 2013, शनिवार/कार्तिक 5—कार्तिक 11, 1935
No. 44] NEW DELHI, OCTOBER 27—NOVEMBER 2, 2013, SATURDAY/KARTIKA 5—KARTIKA 11, 1935

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत और पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 24 अक्टूबर, 2013

का०आ० 2312.—राष्ट्रपति, केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियम, 1965 के नियम 9 के उपनियम (2), नियम 12 के उपनियम (2) के खंड (ख) और नियम 24 के उपनियम (1) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए आदेश करते हैं कि केन्द्रीय प्रशासनिक अधिकरण और अपील अधिकरण में समूह 'क', समूह 'ख' और समूह 'ग' पदों की बाबत शास्तियां अधिरोपित करने के लिए सक्षम नियुक्ति प्राधिकारी और अनुशासन प्राधिकारी वे होंगे जो इसके साथ उपाबद्ध अनुसूची में विनिर्दिष्ट हैं।

अनुसूची

| क्रम संख्या | पदों का वर्णन | नियुक्ति प्राधिकारी | शास्तियां अधिरोपित करने और वे शास्तियां जो यह अधिरोपित कर सकें, के लिए सक्षम प्राधिकारी (नियम 11 की मद संख्या के प्रति निर्देश) प्राधिकारी | शास्तियां | अपील प्राधिकारी |
|-------------|---------------|---------------------|--|--------------------------------|----------------------------|
| (1) | (2) | (3) | (4) | (5) | (6) |
| (i) | सभी समूह 'क' | राष्ट्रपति | (क) राष्ट्रपति (ख) अध्यक्ष, केन्द्रीय प्रशासनिक अधिकारी | (क) सभी (ख) (i) से (iv)* | (क) ---- (ख) राष्ट्रपति |

| (1) | (2) | (3) | (4) | (5) | (6) |
|-------|--------------------------|---|---|---------------------------------|--|
| (ii) | समूह 'ख' (राजपत्रित) | अध्यक्ष, केन्द्रीय प्रशासनिक अधिकरण | (क) अध्यक्ष, केन्द्रीय प्रशासनिक अधिकारी (ख) संबद्ध न्यायपीठ विभाग का प्रधान | (क) सभी (ख) (i) से (iv) * | (क) राष्ट्रपति (ख) अध्यक्ष, केन्द्रीय प्रशासनिक अधिकरण |
| (iii) | समूह 'ख' (अराजपत्रित) | संबद्ध न्यायपीठ विभाग का प्रधान | संबद्ध न्यायपीठ विभाग का प्रधान | सभी | अध्यक्ष, केन्द्रीय प्रशासनिक अधिकरण |
| (iv) | सभी समूह 'ग' | प्रधान रजिस्ट्रार या रजिस्ट्रार या संयुक्त रजिस्ट्रार** | प्रधान रजिस्ट्रार या रजिस्ट्रार या संयुक्त रजिस्ट्रार** | सभी | केन्द्रीय प्रशासनिक अधिकरण, प्रधान न्यायपीठ के लिए अध्यक्ष, केन्द्रीय प्रशासनिक अधिकरण या संबद्ध न्यायपीठ विभाग का प्रधान |

* केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियम, 1965 के नियम 11 में उल्लिखित छोटी शास्तियां।

** समूह 'ग' पदों के लिए, अपनी-अपनी न्यायपीठ हेतु अनुमोदित पदों में से नियुक्ति प्राधिकारी और अनुशासन प्राधिकारी ज्येष्ठतम होंगे। किसी भी मामले में अनुशासन प्राधिकारी नियुक्ति प्राधिकारी से गौण नहीं होगा।

[फा० सं० ए-12013/6/2011-एटी]

ए० अशोली चलाय, निदेशक

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 24th October, 2013

S.O. 2312.—In exercise of the powers conferred under sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 of the Central Civil Service (Classification, Control and Appeal) Rules, 1965, the President hereby orders that the Appointing Authority and Disciplinary Authority competent to impose penalties in respect of Group 'A', Group 'B' and Group 'C' posts in the Central Administrative Tribunal and the Appellate Authority shall be as specified in the Schedule annexed herewith.

SCHEDULE

| Sl. No. | Description of posts | Appointing Authority | Authority competent to impose penalties and penalties which it may impose (with reference to item number in rule 11) | | Appellate Authority |
|---------|-------------------------|--|--|------------------------------------|---|
| | | | Authority | Penalties | |
| (1) | (2) | (3) | (4) | (5) | (6) |
| (i) | All Group 'A' | President | (a) President (b) Chairman, Central Administrative Tribunal | (a) All (b) (i) to (iv)* | (a) — (b) President |
| (ii) | Group 'B' (Gazetted) | Chairman, Central Administrative Tribunal | (a) Chairman, Central Administrative Tribunal (b) Head of Department of the concerned Bench | (a) All (b) (i) to (iv)* | (a) President (b) Chairman, Central Administrative Tribunal |

| (1) | (2) | (3) | (4) | (5) | (6) |
|-------|-----------------------------|--|--|-----|---|
| (iii) | Group 'B' (Non-Gazetted) | Head of Department of the concerned Bench | Head of Department of the concerned Bench | All | Chairman, Central Administrative Tribunal |
| (iv) | All Group 'C' | Principal Registrar or Registrar or Joint Registrar** | Principal Registrar or Registrar or Joint Registrar** | All | Chairman, Central Administrative Tribunal for Central Administrative Tribunal, Principal Bench or Head of Department of the concerned Bench |

*Minor Penalties mentioned in rule 11 of Central Civil Service (Classification, Control and Appeal) Rules, 1965.

**For Group 'C' posts, the Appointing Authority and Disciplinary Authority shall be the senior most among the sanctioned post for the respective bench. In any case, the Disciplinary Authority shall not be subordinate to the Appointing Authority.

[F. No. A-12013/6/2011-AT]

A. ASHOLI CHALAI, Director

कोयला मंत्रालय

आदेश

नई दिल्ली, 29 अक्टूबर, 2013

का०आ० 2313.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii), तारीख 1 मार्च, 2013, में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना का०आ० संख्यांक 498(अ), तारीख 1 मार्च, 2013 के प्रकाशन पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) पर के सभी अधिकार, उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप में केन्द्रीय सरकार में निहित हो गए थे;

और, केन्द्रीय सरकार का यह समाधान हो गया है कि महानदी कोलफील्ड्स लिमिटेड, सम्बलपुर (ओडिशा) (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का अनुपालन करने के लिए रजामंद है, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में इस प्रकार निहित सभी अधिकार तारीख 1 मार्च, 2013 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अर्थात्:—

- (1) सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानियों और वैसी ही मदों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;

- (2) शर्त (1) के अधीन सरकारी कंपनी द्वारा केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा और ऐसे किसी अधिकरण और उक्त अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कंपनी द्वारा वहन किए जाएंगे और इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में अपील आदि जैसी सभी विधिक कार्यवाहियों की बाबत उपगत सभी व्यय भी, सरकारी कंपनी द्वारा वहन किए जाएंगे;
- (3) सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी, जो इस प्रकार उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो;
- (4) सरकारी कंपनी को केन्द्रीय सरकार के पूर्व अनुमोदन के बिना उक्त भूमि और उक्त भूमि में के अधिकारों को, किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
- (5) सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं।

[फा० सं० 43015/15/2011-पीआरआईडब्ल्यू-I]

वी० एस० राणा, अवर सचिव

MINISTRY OF COAL

ORDER

New Delhi, the 29th October, 2013

S.O. 2313.—Whereas on the publication of the notification of the Government of India in the Ministry of

Coal number S.O. 498(E), dated the 1st March, 2013, in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 1st March, 2013, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land in all rights described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the Mahanadi Coalfields Limited, Sambalpur (Odisha) (hereinafter referred to as the Government company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby direct, that the said land in all rights so vested shall, with effect from the 1st March, 2013, instead of continuing to so vest in the Central Government, vest in the Government company, subject to the following terms and conditions, namely:—

- (1) the Government company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
- (2) a Tribunal shall be constituted under section 14 of the said Act, for the purpose of determining the amounts payable to the Central Government by the Government company under conditions (1), and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the said Tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights in or the said land, so vested, shall also be borne by the Government company;
- (3) the Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in or over the said land so vested;
- (4) the Government company shall have no power to transfer the said land and the rights in the said land to any other person without the prior approval of the Central Government; and
- (5) the Government company shall abide by such direction and conditions as may be given or imposed by the Central Government for particular areas of the said land, as and when necessary.

[F. No. 43015/15/2011-PRIW-I]

V. S. RANA, Under Secy.

आदेश

नई दिल्ली, 29 अक्टूबर, 2013

का०आ० 2314.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii) तारीख 1 फरवरी, 2013 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना का०आ० संख्यांक 311(अ), तारीख 31 जनवरी, 2013 पर उक्त अधिसूचना (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) से संलग्न अनुसूची में वर्णित भूमि में या ऐसी भूमि पर के अधिकार, उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का यह समाधान हो गया है कि एमजेएसजे कोल लिमिटेड [महानदी कोलफील्ड्स लिमिटेड, जिला सम्बलपुर (ओडिशा) की एक सहायक कंपनी] जिला अंगुल, ओडिशा (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का अनुपालन करने के लिए राजामंद है, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि और इस प्रकार निहित भूमि में या उस पर के अधिकार तारीख 1 फरवरी, 2013 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अर्थात्:—

1. सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानियों और वैसी ही मदों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
2. शर्त (1) के अधीन सरकारी कंपनी द्वारा केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा और ऐसे उक्त अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कंपनी द्वारा वहन किए जाएंगे और इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उसके संबंध में जोकि अपील आदि सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, सरकारी कंपनी द्वारा वहन किए जाएंगे;
3. सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्ही कार्यवाहियों के संबंध में आवश्यक हो;

4. सरकारी कंपनी को केन्द्रीय सरकार के पूर्व अनुमोदन के बिना उक्त भूमि को और किसी अन्य व्यक्ति के अधिकारों को अंतरित करने की शक्ति नहीं होगी; और
5. सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं।

[फा० सं० 43015/26/2008-पीआरआईडब्ल्यू- I (खंड III)]
वी० एस० राणा, अवर सचिव

ORDER

New Delhi, the 29th October, 2013

S.O. 2314.—Whereas, on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 311(E), dated the 31st January, 2013 published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 1st February, 2013, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and the rights in or over the land described in the schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas, the Central Government is satisfied that the MJSJ Coal Limited [A subsidiary of Mahanadi Coalfields Limited, District Sambalpur (Odisha)], District Angul, Odisha (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the said land and the right in or over the said land so vested shall, with effect from 1st February, 2013 instead of continuing to so vest in the Central Government, vest in the Government company, subject to the following terms and conditions, namely:—

- (1) the Government company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
- (2) a Tribunal shall be constituted under section 14 of the said Act, for the purpose of determining

the amounts payable to the Central Government by the Government company under condition (1), and all expenditure incurred in connection with any such tribunal and persons appointed to assist the said tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights, in or over the said land, so vested, shall also be borne by the Government company;

- (3) the Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in or over the said land so vested;
- (4) the Government company shall have no power to transfer the said land and the right to any other persons without the prior approval of the Central Government; and
- (5) the Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said land as and when necessary.

[F.No.43015/26/2008-PRIW-I (Vol. III)]

V. S. RANA, Under Secy.

नई दिल्ली, 30 अक्टूबर, 2013

का०आ० 2315.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किए जाने की संभावना है;

और उपर्युक्त अनुसूची में वर्णित भूमि के अन्तर्गत आने वाले क्षेत्र के ब्यौरे रेखांक संख्यांक आरईवी/07/2013, तारीख 18 जुलाई, 2013 का निरीक्षण सेंट्रल कोलफील्ड्स लिमिटेड (भूमि और राजस्व विभाग) दरभंगा हाउस, रांची-834029 (झारखण्ड) के कार्यालय में या महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, कुजु क्षेत्र, जिला रामगढ़ (झारखण्ड) के कार्यालय में या उपायुक्त, जिला रामगढ़, झारखण्ड या महाप्रबंधक (खोज प्रभाग), आरआई-III, केन्द्रीय खान योजना एवं डिजाइन संस्थान, गोडवाना पैलेस, कांके रोड, रांची (झारखण्ड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700 001 के कार्यालय में किया जा सकता है।

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पूर्वोक्त अनुसूची में वर्णित भूमि से कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है।

उपर्युक्त वर्णित अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, इस अधिसूचना के प्रकाशन की तारीख से नब्बे दिन की अवधि के भीतर महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, कुजू क्षेत्र, जिला रामगढ़ (झारखण्ड) या महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, भूमि और राजस्व विभाग, दरभंगा हाउस, रांची-834029 (झारखण्ड) के कार्यालय से,—

- (i) उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गई किसी कार्रवाई से हुई या संभाव्य होने वाली किसी क्षति के लिए अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा; या
- (ii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन पूर्वोक्त अनुज्ञप्तियों के प्रभावहीन होने या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे प्रभावहीन होने के संबंध में प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा।

अनुसूची

तोपा पुनर्गठन परियोजना
जिला-रामगढ़, झारखण्ड

सभी अधिकार:

(रेखांक संख्यांक आरईवी/07/2013, तारीख 18 जुलाई, 2013)

| क्रम सं. | ग्राम | थाना सं. | थाना सं. | जिला | क्षेत्र एकड़ में | टिप्पणियां |
|--------------------------|-------|----------|----------|--------|------------------|------------|
| 1. | तोपा | मांडू | 126 | रामगढ़ | 170.97 | भाग |
| 2. | बनवार | मांडू | 127 | रामगढ़ | 30.98 | भाग |
| 3. | ओरला | मांडू | 128 | रामगढ़ | 2.28 | भाग |
| कुल - 204.33 एकड़ (लगभग) | | | | | | |
| या 82.72 हेक्टर (लगभग) | | | | | | |

सीमा वर्णन:

- क-ख रेखा बिन्दु 'क' से आरम्भ होती है ग्राम कुजू के चौथा नदी के मध्य रेखा (प्लॉट संख्या 1069) से गुजरती है और बिन्दु 'ख' पर मिलती है।
- ख-ग रेखा बिन्दु 'ख' ग्राम डटमा और तोपा के सम्मिलित सीमा रेखा से गुजरती है और बिन्दु 'ग' पर मिलती है।
- ग-घ रेखा बिन्दु 'ग' प्लॉट संख्या 16, प्लॉट संख्या 28, 27 की सीमा रेखा और प्लॉट संख्या 29, 31, 69, 34 से गुजरती है एवं प्लॉट संख्या 35, 34, 39 ग्राम ओरला की सीमा रेखा और ग्राम तोपा और ओरला की सम्मिलित रेखा के बिन्दु 'घ' पर मिलती है।

घ-ड रेखा बिन्दु 'घ' ग्राम बनवार और ओरला के सम्मिलित सीमा रेखा से गुजरती है और बिन्दु 'ड' पर मिलती है।

ड-च-क रेखा बिन्दु 'ड' चौथा नदी (प्लॉट संख्या 306, 10) ग्राम बनवार और (प्लॉट संख्या 1071, 1070, 202) ग्राम तोपा की मध्य रेखा से गुजरती है और आरंभिक बिन्दु 'क' पर मिलती है।

[फा० सं० 43015/08/2013-पीआरआईडब्ल्यू-I]

वी० एस० राणा, अवर सचिव

New Delhi, the 30th October, 2013

S.O. 2315.—Whereas it appears to the Central Government that coal is likely to be obtained from the land in the locality as described in the Schedule annexed hereto;

And whereas the plan bearing number Rev/07/2013, dated the 18th July, 2013 containing details of the areas of land described in the aforesaid Schedule may be inspected at the office of the Central Coalfields Limited (Land and Revenue Department), Darbhanga House, Ranchi-834029 (Jharkhand) or at the office of the General Manager, Central Coalfields Limited, Kuju Area, District Ramgarh (Jharkhand), Deputy Commissioner, District Ramgarh, Jharkhand or at the office of the General Manager (Exploration Division), RI-III, Central Mine Planning and Design Institute, Gondwana Palace, Kanke Road, Ranchi (Jharkhand) or at the office of the Coal Controller, 1, Council House Street, Kolkata-700 001.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development), Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in the land described in the aforesaid Schedule.

Any person interested in the land described in the above mentioned Schedule may—

- (i) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 of the said Act, or
- (ii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act for mining lease ceasing to have effect, and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the General Manager, Central Coalfields Limited, Kuju Area, District Ramgarh (Jharkhand) or General Manager, Central Coalfields Limited, Land and Revenue Department, Darbhanga House, Ranchi-834029

(Jharkhand) within a period of ninety days from the date of publication of this notification.

SCHEDULE

Topa Reorganisation Project

District-Ramgarh, Jharkhand

All Rights

(Plan bearing number REV/07/2013, dated the 18th July, 2013)

| Sl. No. | Village | Thana | Thana number | District | Area in acres | Remarks |
|--|---------|-------|--------------|----------|---------------|---------|
| 1. | Topa | Mandu | 126 | Ramgarh | 170.97 | Part |
| 2. | Banwar | Mandu | 127 | Ramgarh | 30.98 | Part |
| 3. | Oria | Mandu | 128 | Ramgarh | 2.28 | Part |
| Total: 204.33 acres (approximately) or 82.72 hectares (approximately) | | | | | | |

Boundary description:

A-B Line starts from point 'A' passes through centre line of choutha nadi (plot no. 1069) in village Kuju and meets at point 'B'.

B-C Line passes through point 'B' common boundary line of villages Datma and Topa meets at point 'C'.

C-D Line passes through point 'C' plot no. 16, boundary line of plot no. 28, 27 and passes through plot no. 29, 31, 69, 34 and boundary line of plot no. 35, 34, 39 in village Oria and common boundary line of village Topa and Oria and meets at point 'D'.

D-E Line passes through point 'D' common boundary line of village Banwar and Oria and meets at point 'E'.

E-F-A Line passes through point 'E' centre line of choutha nadi (plot no. 306, 10) in village Banwar and (plot no. 1071, 1070, 202) in village Topa and meets at starting point 'A'.

[F. No. 43015/08/2013-PRIW-I]
V. S. RANA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 4 अक्टूबर, 2013

का०आ० 2316.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स डब्ल्यू सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 16/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04/10/2013 को प्राप्त हुआ था।

[सं० एल-22012/143/1992-आई आर (सी-II)]

बी० एम० पटनायक, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 4th October, 2013

S.O. 2316.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 16/96 of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of WCL, and their workmen, received by the Central Government on 04/10/2013.

[No. L-22012/143/1992-IR (C-II)]
B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

No. CGIT/LC/R/16/96

PRESIDING OFFICER: SHRI R.B. PATLE

The Joint Secretary,
Coal India Pharmacist Association,
Branch Office, Qr. No. 10, Type-II,
Post Patharkhera, Distt. Betul (MP) ...Workman/Union

Versus

General Manager,
WCL, Patharkhera,
Distt. Betul ...Management

AWARD

Passed on this 10th day of September, 2013

1. As per letter dated 1-1-96 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-22012/143/92-IR(C-II). The dispute under reference relates to:

"Whether the action of the management of General Manager, WCL, Patharkhera in not denying to place the existing incumbents who are working as Pharmacist in Gr. "C" and Sr. Pharmacist in Gr. "B" in higher grade w.e.f. 1-1-90 as per provisions of T.I. No. 21, is legal and justified? If not, to what relief the workmen are entitled to?" the word "not" appears typing error.

2. After receiving references, notices were issued to the parties. Ist party Coal India Pharmacists Association submitted statement of claim. The case of Ist party Association is that it is registered under Societies Registration Act and claims to be recognized as Association by Coal India and its subsidiary. That it files statement of claim in representative capacity for para medical staff of WCL. The rights and welfare of the staff in the matter of

implementation of revised care scheme dated 1-8-90. That the existing incumbents working as Pharmacist Gr. C. and Sr. Pharmacist Gr. B have to be suitably placed in higher grade w.e.f. 1-1-1990. That the Cadre scheme had directed that all those existing incumbents working in the post of Dresser, OT Assistants should also be placed to the next higher grade irrespective of availability of vacancies as per the provisions contained in I.I. No. 21 of NCWA-IV. It is further submitted that the recommendations of the Central Wage Board for coal mining industry is accepted by Govt. of India from 15-8-67. The Joint Bipartite Committee revised cadre scheme time to time and lastly in meeting dated 11-12/5/90, the report was to be implemented w.e.f. 1-1-90. It is submitted that as per I.I. No. 21, the medical staff should have re-categorized placing in higher grade w.e.f. 1-2-90. Pharmacist Grade C & Sr. Pharmacist Gr. B. is suitably placed in higher grade from said date as such benefit was not given to Pharmacist Gr. C, B. Union had also submitted grievance of the paramedical staff. It was not accepted. Therefore Ist party Association prays for placing Pharmacist Gr. C & Sr. Pharmacist Gr. B in higher grade from 1-1-90 with consequential benefit.

3. IInd party management filed Written Statement at Page 8/1 to 8/5. The objection is raised that Ist party is not registered Union under Trade Union Act. It is registered under Societies Registration Act has no locustandi to file statement of claim on behalf of para medical employees. The reference is made mechanically without application of mind is not tenable. If dispute does not survive, the condition precedent to raise dispute is not existing. The Pharmacist Association is not a recognized union. Other 5 major Unions are operating namely INTUC, AITUC, BMS, CITU and HMS. Relief sought by association is not shattered issue but it will lead to numerous settled issues and cause unrest among other employees. IInd party further submits that I.I. No. 21 does not provide for placing the Pharmacist Gr. B & C to higher grades automatically. Cadre Scheme provides for promotion giving the detailed scheme. The mode of promotion is on recommendation of the DPC. The claim of the applicant Association is based on wrong interpretation. It is based on the note of the Cadre Scheme I.I. No. 21. The employees are not fulfill the conditions for promotions for higher grade. On such grounds, IInd party prays for rejection of the claim.

4. Ist party filed rejoinder at Page 10/1 to 10/14 reiterating its contentions in statement of claim. It is submitted that there is no restriction on functioning of registered trade Union and registered Trade Union is competent to raise issue and raise issues under Industrial Dispute. As the reference does not suffer from any legal irregularities, the contentions in Written Statement filed by management are denied and Ist party Association is that its claim does not relate to promotion rather it relates to placement as per I.I. No. 21. Said benefit was allowed to other category of employees in Coal Mines. Said benefit is

also given to para medical employees working in other mines. Employees working in mine are discriminated. On such grounds, Union prays for relief of placing Pharmacist Gr. C & B in higher grades.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | |
|---|---------------------------------------|
| (i) Whether the Ist party Association is competent to raise and prosecute present dispute. | In Negative |
| (ii) Whether the action of the management of General Manager, WCL, Patharkhera in denying to place the existing incumbents who are working as Pharmacist in Gr. "C" and Sr. Pharmacist in Gr. "B" in higher grade w.e.f. 1-1-90 as per provisions of T.I. No. 21, is legal? | In Negative |
| (iii) If not, what relief the workman is entitled to?" | Relief prayed by workman is rejected. |

REASONS

6. Statement of claim is submitted by Ist party Association of Pharmacist. IInd party management has raised objection to its locus and competency to file and prosecute the reference proceeding. The provisions of I.D. Act does not provide that the Association registered under Societies Registration Act could raise dispute and prosecute the same. The evidence of Ist party union does not disclose under which Act said Association has been registered. No. document is produced by Ist party Association about its registration. Registration of societies may be for welfare activities of its member. Section 14 of the Trade Union Act provides registration of Trade Union under Societies Registration Act is void. The Ist party did not point out any provisions of allowing it to prosecute the claim of the pharmacist working in the Estt. Of IInd party therefore I record my finding in Point No. 1 in Negative.

7. Point No. 2 - Ist party Association filed affidavit of evidence of Shri Ashok Upadhyay consistent with the pleadings and statement of claim filed by association that the claim of Ist party is for placement to the higher grade of Pharmacist Gr. C & B as per I.I. No. 21 that the claim of the Association is not for promotion. In his cross-examination, witness of Ist party was unable to tell when other 8 pharmacist were appointed in Grade-C & B. The Cadre Scheme is reproduced in affidavit of evidence filed by the IInd party, copy is produced on record. Foot note provides for placing pharmacist Grade-C & B to next grade. Text of

I.I. No. 21 covers the matter of promotion and other details. The promotion of Pharmacist Grade-C & B is passed on recommendation of DPC. The claim of Ist party Association for placing Pharmacist C & B to next higher grade from 1-1-90 irrespective of vacancy is not supported even by the foot notes therefore the claim of Ist party Association cannot be said legal. I therefore record my findings in Point No. 2 in Negative.

8. In the result, award is passed as under:—

- (1) The action of the management of General Manager, WCL, Pathakhera in denying to place the existing incumbents who are working as Pharmacist in Gr. "C" and Sr. Pharmacist in Gr. "B" in higher grade w.e.f. 1-1-90 as per provisions of T.I. No. 21, is legal.
- (2) Relief prayed by workman is rejected.

R. B. PATLE, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2013

का०आ० 2317.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एफ सी आई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 19/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04/10/2013 को प्राप्त हुआ था।

[सं० एल-22011/52/2012-आई आर (सी एम-II)]

बी० एम० पटनायक, डेस्क अधिकारी

New Delhi, the 4th October, 2013

S.O. 2317.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2013) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Guwahati as shown in the Annexure, in the industrial dispute between the management of Zonal Office, Food Corporation of India, N&M Region, Food Corporation of India, and their workmen, received by the Central Government on 04/10/2013.

[No. L-22011/52/2012-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT GUWAHATI, ASSAM

PRESENT: Shri L.C. Dey, M.A., LLB., Presiding Officer,
CGIT-cum-Labour Court, Guwahati,

Ref. Case No. 19 of 2013

In the matter of an Industrial Dispute

Between :

Sri Rithan Sutradhar, Dimapur,
Nagaland

-Vrs-

The Management of Zonal
Office, F.C.I. Ulubari, Guwahati
& 2 Others.

APPEARANCES :

For the Workman, : None Appeared

For the Management : Mr. P.K. Roy,
Advocate,

Mr. S.K. Chakrabarty,
Advocate.

Date of Award: 03.09.2013

AWARD

1. This Industrial Dispute raised by the workman Sri Rithan Sutradhar a casual worker against the Management of Zonal Office, F.C.I., Guwahati which was referred by the Ministry of Labour *vide* their letter No. L-22011/52/2012-IR(CM-II) dated 18.02.2013 for adjudication. The schedule of this Reference is as under:

SCHEDULE

"Whether the action of the management of Food Corporation of India through the (1) Executive Director, (NEZ) (2) General Manager (N&M) (3) Area Manager in terminating the service of Shri Rithan Sutradhar, a casual worker on 23.04.2012, who rendered not less than 09 (Nine) years continuous service and also qualified the written test conducted for regular employee (but disqualified in the final test), by not regularizing the service or atleast allowing him to continue the service as prior to 23-04-2012, is valid and justified? If not, to what relief Shri Rithan Sutradhar is entitled to?"

2. On receipt of the reference, this Reference case was registered and notice was served upon the workman as well as the Management. Accordingly the Management appeared through their learned Advocate but the workman did not turn up inspite of causing service of notice upon him. While the workman submitted petition dated 28.05.2013 by Post. In the said petition the workman Rithan Sutradhar stated that due to his domestic affair/problem and unavoidable circumstances, he is willing to withdraw the dispute raised by him and also prayed the Court for disposing the Reference. Then the workman was again issued notice for his personal appearance in order to prove his petition dated 28.5.2013 but he, instead of appearing the Court, sent another petition dated 9.8.2013 by Post

requesting the Court for withdrawing the proceeding stating the reason that his father is old age and he is eldest son in the family has to bear the responsibilities, and as per discussion with his family members he has now opted to his traditional family business in order to look after his father. Prior to receipt of his letter dated 9.8.2013 another notice was issued upon the workman on 14.8.13 fixing 30.8.2013, still the workman remain absent.

3. From the above discussion it is revealed that the workman inspite of causing service of notice upon him on repeated occasions failed to appear before this Court defying the order of the Court, and to prove the contents of his petitions along with the prayer for withdrawal of the dispute. In his petition dated 28.5.2013 and 9.8.2013 the workman repeatedly mentioned that due to his domestic affair/problem and unavoidable circumstances as well as his father's illness he has opted to join his traditional family profession and he is not willing to proceed with the reference.

4. Thus it is crystal clear that the workman is not inclined to proceed with the Reference and is willing to withdraw the Reference. As he did not appear before the Court personally in order to prove the contents of his petition, I find no reason to drag the proceeding in this manner for an uncertain period since the Management is appearing day to day and pressing for disposal of the petitions submitted by the workman. Accordingly, I find no other alternative but to consider the petitions filed by the workman in his absence. Accordingly, the petitions dated 28.5.2013 and 9.8.2013 are allowed and the workman is allowed to withdraw the proceeding.

5. In the result, this Reference is disposed of on withdrawal without granting any relief. Send the no relief award to the Government as per procedure.

Given under my hand and seal of this Court on this 3rd day of September, 2013, at Guwahati.

L. C. DEY, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2013

का०आ० 2318.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एफ सी आई के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 62/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04/10/2013 को प्राप्त हुआ था।

[सं० एल-22012/273/2003-आई आर (सी एम-II)]

बी० एम० पटनायक, डेस्क अधिकारी

New Delhi, the 4th October, 2013

S.O. 2318.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/2004) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 04/10/2013.

[No. L-22012/273/2003-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT : Dr. MANJU NIGAM, Presiding Officer

I. D. No. 62/2004

Ref. No. L-22012/273/2003-IR(CM-II) dated 23.06.2004

BETWEEN

The State Secretary

Bharitya Khadya Nigam Karmchari Sangh

5/6, Habibullah Estate

Lucknow

(Espousing cause of Shri S.K. Kar)

AND

The Sr. Regional Manager

Food Corporation of India

5/6, Habibullah Estate

Lucknow-226001

AWARD

1. By order No. L-22012/273/2003-IR(CM-II) dated 23.06.2004 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the State Secretary, Bharitya Khadya Nigam Karmchari Sangh, 5/6, Habibullah Estate, Lucknow and the Sr. Regional Manager, Food Corporation of India, 5/6, Habibullah Estate, Lucknow for adjudication.

2. The reference under adjudication is:

"KYA PRABANDHAN, BHARTIYA KHADYA NIGAM, LUCKNOW DWARA SHRI S.K. KAR KA VETAN NIRDHARAN US SE KANISHTH KARMKAAR SHRI A.C. KOHLI TATHA ANYA KE PARABAR NAHI KIYA JANA UCIT TATHA

NYAYSANGAT HAI. YADI NAHI, TO
SAMBANDHIT KARMKAAR KIS ANUTOSH
KA HAQDAAR HAI?"

3. The case of the workmen's union, in brief, is that the workman, S.K. Kar was appointed as messenger on 24.11.1969 and was promoted to the post of Assistant Grade - III (Depot) on 23.2.74. It has been alleged by the workman's union that the management promoted other 23 employees *vide* order dated 26.04.72 and one of the beneficiary, who was at serial No. 15 of the said list of 23 promotes, was junior to the workman; accordingly, the management ignored the workman and promoted an employee junior to him. It is further submitted that on filing a writ petition before Hon'ble High Court, the management granted him national promotion to the post of Assistance Grade-III (Depot) and Assistant Grade-II (Depot) against the panel for year 1972 and 1984 respectively and his promotion was regularized since 1972; and accordingly, he was entitled to the same pay and privileges allowed to his juniors who were promoted in 1972 *viz.* A.C. Kohli; but the management denied the workman of the same. Accordingly, the workman has prayed that the management be directed to fix his pay at par with the junior *viz.* A.C. Kohli.

4. The management of the Food Corporation of India has denied the claim of the workman's union by filing its written statement; wherein it was submitted that the junior official Shri A.C. Kohli is getting more pay in the lower post of AG III (D) due his option of revised scale *w.e.f.* 01.01.1975. It has submitted that the workman did not opt for revised pay scale as such A.C. Kohli is not a suitable junior for the workman for claiming parity to step up his pay scale. The management has specifically denied the statement showing comparative pay scales in respect of the workman and A.C. Kohli being wrong. Accordingly, the management has prayed that the claim of the workman's union may be rejected being devoid of merit.

5. The workman's union field rejoinder whereby he has only reiterated its averments already made in the statement of claim and has introduced nothing new.

6. The parties have filed documentary evidence in support of their respective case. The workman's union has examined workman whereas the management has examined Shri Krishna Chandra Mishra, Dy. General Manager (Personnel) in support of their claim. The parties cross-examined the witnesses of each other and forwarded oral argument in support of their respective stand.

7. I have gone through entire evidence available on record.

8. The workman's representative of the union has submitted that the workman was appointed to the post of messenger on 24.11.69, which is a class IV post and the management promoted other employees, ignoring the workman, to the post of Assistant Grade III, which is a class III post *vide* order dated 24.04.72. It is further

submitted that the workman was given promotions, in the year 1993, to the post of AG III (D) against panel for the year 1972 and further promotion of AG II (D) against the panel for the year 1984, accordingly, the workman was entitled for monetary benefits attached to the post. It is also argued that the Shri A.C. Kohli, a junior, is getting more pay just because of exercising his option to the revised pay scale within the last date of option, which is 31.07.92. Since the workman was promoted retrospectively in 1993, therefore, he had not chance to exercise his option on 31.07.92.

9. Per contra, the management's representative has argued that the difference in the pay of A.C. Kohli and that of the workman is due to non-exercise of option by the workman in respect of revised pay scales within the prescribed time limit. It is also argued that A.C. Kohli is not suitable junior for workman for the purpose of claiming parity to step up his pay scale because both are different set of employees as one has given his option to the revised pay scale whereas the other has not.

10. I have given my thoughtful consideration to the rival submissions of the parties and scanned entire evidence available on record.

11. In the present case, admittedly, the workman, S.K. Kar, has been appointed as messenger by the opposite party management and been given promotion retrospectively, on the post of AG-III (Depot) against panel 1972 and on the post of AG-II (Depot) against panel for the year 1985. The said promotion order was issued in the year 1993. The management witness Shri Krishna Chandra Mishra, Dy. General Manager (Personnel) in his examination-in-chief has stated that Shri A.C. Kohli is getting more pay due to his exercise of option to opt revised pay scale *w.e.f.* 01.01.75 and the last date for exercising the option was 31.07.92; but Shri S.K. Kar did not give any option by 31.07.92, therefore, his pay could not be fixed at par with Shri Kohli. The management witness in cross examination has stated that on release of promotion order in 1993, Shri Kar was promoted to AG III (Depot) from 1972 and to the post of AG II (Depot) from 1985. It was further stated that Shri Kar did not give any option for pay fixation; however his pay was fixed at Rs. 290/- due to his promotion as AG III (Depot).

12. The workman's union has come up with a case that the workman, S.K. Kar was not given parity in pay with respect to his junior, A.C. Kohli; but the management has pleaded that the workman and the claimed junior are two different set of workmen for claiming the parity in the pay as the workmen did not give his option to draw his pay in the revised pay scale whereas the other exercised his option to draw his pay in the revised pay scale and accordingly; his pay was fixed in the revised pay scale. In the evidence of the parties it has come that the workman was granted notional promotion to the Post of AG-III (D) against panel 1972 and to the post of AG-II (D) against

panel 1985; but said promotion were granted to him in the year 1993 retrospectively. It is also admitted that consequent to promotion from retrospective date the workman was provided consequential benefits from retrospective date *i.e.* pay fixation against promotion post etc.; but he was denied benefits of pay revision. As per procedure when the revised pay scales are being introduced every official has option either to continue to draw his pay in the pre-revised scale or in the revised pay scale, whichever is beneficial to him. While exercising his option the official has to specially mention that he is intending to draw his pay in the revised pay scale and he is also required to mention the date from which he seeks the pay fixation and accordingly, the pay fixation is done in the revised pay scale. In case no option is being exercised by an official, it is deemed that the official is not interested to draw his pay in the revised pay scale and is willing to remain in the pre-revised scale.

13. The workman in his evidence has stated, as under:

"Pay revision main pay fixation hetu jo kamiyan thi jis ke karan senior ko junior se kam vetan mil raha tha usko theek karne 1976 main va tatpaschat 1992 main vikalp mange gae the, maine nahi diye kyonki Court case chal raha tha. Yadi has vikalp ke dete to hamara vetan Avinash Kohli ke barabar ho jata."

The above statement of the workman goes to show that he did not exercise his option for revised pay due to his court case. In this regard it is pertinent to mention that the workman was given notional promotion in the year 1993 after withdrawal of said court cases. Therefore, for apt appreciation of merit it has to look whether the workman was actually eligible for exercising the option on the cut off date for exercising the option *i.e.* 31.07.92.

From the pleadings as well as evidence of the parties it comes out that the workman was given notional promotions in the year 1993 and had been released all consequential benefits, except benefits of pay revision for the want of option by the workman. But on the last date of exercising the option *i.e.* on 31.07.1992, the workman was not eligible for exercising his option being not promoted and when the management promoted him in the year 1993 with retrospective effect and granted all related benefits then it was for them to grant him benefits of pay revision after taking option from him as the promotion was delayed due the fault of the management and not due the workman. Had the promotion been given granted in time then it might have been the responsibility of the workman to exercise the option within 31.07.1992; but in the present case the workman had no chance to exercise his option on 31.07.1992 being ineligible as not promoted.

Therefore, it comes out that the management promoted the workman in the year 1993 against the panel

for the year 1972 and 1985 retrospectively and extended all related benefits consequent to the promotion, except fixation in revised pay scale, which seems unreasonable move on the part of management. When the management promoted the workman from retrospective date and released all consequential benefits, then it was for management to get the option also from the workman regarding revised pay structure from the retrospective date and fixed his pay at par with other juniors retrospectively.

14. Thus, in view of the facts and circumstances of the case and discussions made herein above I am of considered opinion that the action of the management of the Food Corporation of India, Lucknow in not fixing the pay of the workman at par with the junior was illegal and unjustified. Accordingly, the reference is adjudicated against the management and the workman, S.K. Kar, is entitled for pay fixation at par with his junior.

15. Award as above.

LUCKNOW.

19th September, 2013.

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2013

का०आ० 2319.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी सी आई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 21/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04/10/2013 को प्राप्त हुआ था।

[सं० एल-42012/165/2004-आई आर (सी एम-II)]

बी० एम० पटनायक, डेस्क अधिकारी

New Delhi, the 4th October, 2013

S.O. 2319.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2005) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Broadcasting Corporation of India, and their workmen, received by the Central Government on 04/10/2013.

[No. L-42012/165/2004-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT : Dr. MANJU NIGAM, Presiding Officer

I.D. No. 21/2005

Ref. No. L-42012/165/2004-IR(CM-II) dated: 29.06.2005

BETWEEN

Shri Ramesh Chandra Sanwal

S/o Shri C.D. Sanwal

Flat No. 566/28/07, Jaiprakash Nagar Lucknow.

AND

1. The Director

Broadcasting Corporation of India

Doordarshan Kendra

Lucknow

2. The Managing Director

Broadcasting Corporation of India

Directorate of Doordarshan

New Delhi.

AWARD

1. By order No. L-42012/165/2004-IR(CM-II) dated: 29.06.2005 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Ramesh Chandra Sanwal, S/o Shri C.D. Sanwal, Flat No. 566/28/07, Jaiprakash Nagar, Lucknow and the Director, Broadcasting Corporation of India, Doordarshan Kendra, Lucknow & the Managing Director, Broadcasting Corporation of India, Directorate of Doordarshan, New Delhi for adjudication.

2. The reference under adjudication is:

"KYA PRABANDHAN, DOORDARSHAN KENDRA, LUCKNOW/DELHI DWARA SHRI RAMESH CHANDRA SANWAL PUTRA SHRI C.D. SANWAL, AKASMIK PRODUCTION SAHAYAK KO SEEWA MAIN NIYAMITIKARAN N KAR KE DINANK 31.07.2007 KO NAUKARI SE NIKAL DIYA JANA UCHIT TATHA NAYAYSANGAT HAI? YADI NAHI, TO KARMKAAR KISANUTOSH KO PANE KA ADHIKAARI HAI?"

3. The case of the workmen, Ramesh Chandra Sanwal, in brief, is that he was engaged by the opposite party as Casual Production Assistant in Group 'C' category on 31.12.1985 and thereafter he worked up to 30.07.2011 with breaks. It has been submitted by the workman that there had been a scheme for regularization of the casual employees dated 09.06.1992, 17.03.1994 and 05.07.1994; but the management regularized other juniors viz. Umesh Chandra Mishra, Mo. Nasir, Akesh Kumar Kukreti, Ramesh Chandra Shukla, Muneen Ansari, Sishir Kumai Singh, Atul

Mishra, Smt. Rekha Gupta, Smt. Seem Kazmi, Ankali Dixit etc., ignoring him though he was eligible for the same, which amounts to unfair labour practice. It has been alleged by the workman that the management terminated his services on 31.07.2001 without following the due procedure as contained in Section 25F of the I.D. Act, 1947. Accordingly, the workman has prayed that the action of the management in denying him regularization be declared illegal and he be regularized into the services.

4. The management of the Doordarshan has denied the claim of the workman by filing its written statement; wherein it was submitted that the workman has never been appointed as a casual artist *ad hoc* or otherwise, no appointment letter was issued to the workman, therefore, there is no question of termination or retrenchment of his services *w.e.f.* 31.07.2001. It was submitted that the workman was engaged for short spells to carryout casual nature of work purely on the basis of actual requirement of programme production for not more than 10 days in a month. It was further submitted that the workman's case was considered for regularization, in terms of regularization scheme dated 09.06.1992 as well as the modified scheme dated 17.03.1994 and 05.07.1994, but he was found ineligible being over age in terms of scheme dated 09.06.1992, therefore, he could not be regularized. It is also submitted that all those who were regularized by the management were regularized in accordance with regularization scheme dated 09.06.1992 and 17.03.1994. Accordingly, the management of the Doordarshan has prayed that he claim of the workman be rejected being devoid of merit.

5. The workman has filed its rejoinder wherein he has stated that his date of birth is 12.11.1956 as per his matriculation certificate and as per Rules the age limit for the post of Production Assistant is 21-30 years. It was further stated that the case of Smt. Dixit whose date of birth and date of initial engagement was 26.07.61 and 12.02.91 respectively, was considered for regularization, in terms of scheme dated 09.06.92, as per direction of Hon'ble CAT, Lucknow in O.A. No. 500/95 *vide* order dated 08.11.2001 and she was given age relaxation of one year. Rest is mere reiteration of the averments already made in the statement of claim.

6. The parties have adduced documentary as well as oral evidence in support of their respective cases. The workman has examined himself whereas the management has examined Shri G.P. Pandey, Senior Administrative Officer in support of their pleadings. The parties availed opportunity to cross-examine the witnesses of each other. The workman forwarded its oral arguments; but the management refrained to argue its case in spite of ample opportunities have been forwarded to them; accordingly, the case was heard *ex-parte* against the management.

7. Heard the authorized representative of the workman alone and gone through entire evidence available on record.

8. The workman's representative has submitted that the workman has been engaged as Casual Production Assistant by the opposite party on 31.12.1985 and worked as such till 30.07.2001 with intermittent breaks when his services have been terminated by the opposite party without assigning any rhyme or reason or any notice pay or any notice pay in lieu thereof in contravention to the provisions contained in the Section 25F of the I.D. Act. He has also argued that when he was in service the management devised a scheme for regularizing the casual artists, *vide* dated 09.06.92 and thereafter modified scheme *vide* dated 17.03.94 and 05.07.94, who worked as casual artists with the opposite party as on 31.12.1991; but the management did not regularize his services in spite of the fact that he was fully eligible within the terms and conditions of the said regularization schemes. The workman has argued that the management did not extend the benefits of the regularization to him taking excuse that he was over age; but he was well under age when joined the opposite party and also after giving him age relaxation as provided in the regularization scheme his services would have regularized. It is also argued that the management was required to regularize the seniors first and for this the management was ought to maintain seniority list/muster roll as envisaged under the provisions contained in the Section 25D of the Act; but the management not only failed to comply with the provisions of the Section 25D of the Act; but also regularized many juniors *viz.* Shri Umesh Chandra Mihra, Mo. Nasir, Rakesh Kumar Kukreti, Ramesh Chandra Shukla, Mueen Ansari, Sishir Kumar Singh, Atul Mishra, Smt. Rekha Gupta, Smt. Seem Kazmi and Anjali Dixit, ignoring the workman. In this regard the workman has relied on the decision of Hon'ble Apex Court in Union of India Vs. Rakesh Kumar Kukreti and others in Civil Appeal No. 1122-1136 of 1999.

9. Per contra, the management has submitted that the workman was never appointed by it; rather he was engaged by the management to perform the work of casual nature as and when required, in short spells. His engagement ended with the end of work/engagement period; therefore, there is no question of terminating his services at any point of time. It was further argued that the case of the workman was considered for regularization, within the terms and conditions provided under the regularization schemes dated 09.06.92, 17.03.94 and 05.07.94; but he could not qualify for the same, even after giving him permissible age relaxation.

10. I have given my thoughtful consideration to the rival submissions of the parties and scanned entire evidence available on record.

11. In the present case, admittedly, there was no regular appointment of the workman and he was engaged by the opposite party management on casual basis to work as Casual Production Assistant for specified time period

on fixed payment. He was also given breaks and or his engagement used to come to an end with the end of the specified work/period.

It has come into the pleadings and evidence of the parties that in pursuance to the directions of the Central Administrative Tribunal, Principal Bench, New Delhi *vide* their order dated 14.02.92 in O.A. No. 563/86 between Anil Kumar Mathur Vs. Union of India, a scheme for regularization of casual artists in Doordarshan was launched *vide* Office Memorandum dated 09.06.1992, which was further modified *vide* office memorandum dated 17.03.94 and 05.07.94. All the Casual Artists who were employed on casual basis on 31.12.1991, including those who were on the rolls of the Doordarshan, though they may not be in services at that time were eligible for consideration. In this regard the workman's case is that the management regularized other juniors, sparing him in spite of the fact that he fulfilled the eligibility criteria of the scheme; and in rebuttal the management witness has stated that the Hon'ble Supreme Court *vide* order dated 20.03.2002 in Civil Appeal No. 1122-1136 directed the management to decide the cases of the casual artists in accordance with the regularization scheme dated 09.06.92 and thereafter modified scheme *vide* dated 17.03.94 and 05.07.94. The workman was a party in the said SLP; and accordingly, his case was taken up by the management in terms of scheme dated 09.06.92; but he was not found eligible for regularization even after giving him age relaxation of two years.

12. The workman has relied on order of Hon'ble Supreme Court in Civil Appeal No. 1122-1136 of 1999 between Union of India & others Vs. Rakesh Kumar Kukreti & others; wherein Hon'ble Apex Court has observed that the questions raised in the appeals are squarely covered by a decision of the Court in Director, Doordarshan Kendra, Trivandrum and others Vs. S. Kuttan Pillai and others (1998) 8 SCC 736. Hon'ble Apex Court in Kuttan Pillai case, while deciding the case, where norms for relaxation of age for the purpose of regularization and for the purpose of recruitment were different in respect of respondent Floor Assistants engaged on casual basis in the Doordarshan Kendra, Trivandrum seeking regularization, held that the relaxation in age could be granted to the respondents only in accordance with the scheme notified by the OM dated 09.06.1992 as modified by OMs dated 17.03.1994 and 05.07.2004.

13. Thus, the point for consideration is whether the workman was eligible for regularization in terms of the regularization scheme dated 09.06.92 and thereafter modified *vide* dated 17.03.94 and 05.07.94. For apt appreciation of the case of the workman regularization on merit it would be necessary to quote the salient features of the relevant regularization schemes dated 09.06.92, 17.03.94 and 05.07.94.

"No. 1516/2(3)

Dated: 09.06.1992

Office Memorandum

Subject: Scheme for Regularization of Casual Artists in Doordarshan.

Annexure to the above OM.

Scheme for regularization of casual erstwhile staff Artists in Doordarshan as per the judgment in OA No. 563/86, dated 14.2.1992 in M/s Anil Kumar Mathur vs UOI case.

1. This scheme would be applicable to all those Casual Artists who were employed on Casual basis on 31.12.1991 including those who were on the rolls of the Doordarshan, though they may not be in services now will be eligible for consideration. Those who are engaged on casual basis after 31.12.1991 will not be eligible for consideration.
2. Only those Casual who had been engaged for an aggregate period of 120 days in a year (calendar year) will be eligible for regularization. The broken period in between the engagement and disengagement will be ignored for the purpose. The number of days is to be computed on the basis of actual working days in the muster rolls or attendance sheets or Q-sheets.
3. Separate eligibility panels will be prepared for each category of posts, Kendra-wise, depending upon the length of service of Casual Artists. They will be considered for regularization in the order of their seniority against the available vacancies in that particular Kendra. The seniority will be determined from the date of their initial engagement by the Kendra.
4. The persons who are in the eligibility panel of one Kendra will have no right for claiming regularization in another Kendra as these are generally Group 'C' posts and selection is made Kendra-wise.
5. The Casual Artists who are to be regularized should possess the requisite educational qualification and/or experience as stipulated in the Recruitment Rules of other administrative instructions (in the absence of Recruitment Rules) existing for the post when the casual worker was initially engaged.
6. The upper age limit would be relaxed to that extent of service rendered by the Casual Artists at the time of regularization. A minimum of 120 days service in the aggregate, in one year, shall be treated as one year's service rendered for this

purpose. The service rendered for less than 120 days in a year will not qualify for age relaxation.

7. The regularization of Casual Artists would be from prospective date and the Casual Artists on the eligibility panel who fail to qualify for regularization in accordance with the recruitment rules and instructions issued there under for the post, shall be removed from the panel.
8. If a Casual Artists on an eligibility panel commits a misconduct and the same is..... would not be eligible for regularization.
9. Till all the Casual Artists no panel of eligible Casual Artists."

"No. 2(J)/-S.1

Dated: 17.03.1994

Office Memorandum

Subject: Scheme for Regularization of Casual Artists in Doordarshan.

The undersigned is directed to invite attention to DG: D O.M. of even number dated 09.06.92 on the above subject, with which a copy of the scheme for regularization of Casual Artists of Doordarshan was circulated. According to condition in para 2 of the scheme, the number of days for the purpose of regularization is to be computed on the basis of actual working days in the Muster Rolls or Attendance Sheets or 'Q' sheets.

2. It has been brought to the notice of this Directorate that although these Casual Staff Artists were engaged for 10 days or have been working on 2-3 assignments in a month on a consolidated amount of Rs. 400-500 per assignment, but in actual practice, they have been working throughout the month. This aspect has been examined by the Directorate in consultation with Ministry of I&B and procedure to be followed for arriving at the number of days of casual working will be as under.
3. The number of days for the purpose of regularization will be computed on the basis of actual wages given to the prevalent in the State during the relevant time of working. For example, if a Casual Staff Artist has been paid an aggregate sum of Rs. 1500 in a month whether for working for 10 days or for 2-3 assignments in a month and the minimum wage prevalent in the State at the relevant time was Rs. 50, the staff artists would be deemed to have worked for 30 days in a month (i.e. Rs. 1500 divided by 50) subject to the condition that the days so computed would not exceed 25 days in a month.

4. It has also been noticed that certain staff artists were engaged initially when they were over-age according to the Recruitment Rules. All such cases, with the number of days they worked on casual basis according to the formula laid down in Para 3, should be referred to the Directorate for taking a decision on merit."

"No. 4(1)/94-S.I.

Dated: 05.07.94

Office Memorandum

Subject: Regularization of Casual Artists as per revised Scheme dtd. 13.-94

The attention of all Doordarshan Kendras is invited to this Directorate's Memo No. 2(3)/86-S.I., dated 17.03.1994, copy enclosed, on the above subject. Various Doordarshan Kendras have sought certain clarifications on a number of points in regard to Revised Scheme, these points are clarified as under :—

- (a) Kendras are competent to prepare the eligibility list of Casual Artist in accordance with Para 3 of the Revised Scheme and regularize them against available vacancies in their respective category on the basis of seniority.
- (b)
- (c) The crucial date for the purpose of calculation of age is the same as in 1992 Scheme, i.e. 09.06.92 and there is no change in it.
- (d) For the purpose of age relaxation, the number of days engagement should be taken into account up to 09.06.92. The period of engagement, if any, beyond 09.06.92 in the year 1992 should not be counted for the purpose of age relaxation.
- (e) Casual Artists who have worked for 120 days in any calendar year as per revised scheme too up to the period ending on 31st December, 1991 should be considered for regularization. The casuals who have completed 120 days after 31.12.1991 are not currently counted for regularization.
- (f)
- (g)
- (h) The rates of wages prevalent by the State Government from time to time by way of minimum wage Act in which Kendra concerned falls, are to be taken the calculation of number of days of Casual Artists at that Kendra. The total amount paid to an individual Casual Artist during the month are to be divided by per day rate of payment of minimum wage for calculation of number of days in a month. The classification in different scales of pay/fee in Group 'C' and 'D' etc. is not

required. The maximum number of days so calculated should be restricted to 25 days in a month.

- (i)
- (j) Where the minimum wage Act prior to 01.05.1989 are not prescribed and available, the computation of number of days should be done by the following formula :—

Total amount paid during the month/30 = Amount for one day.

The maximum number of days so arrived at should be restricted to 25 days in a month only."

A bare perusal of the above office memorandums shows that the benefit of the regularization scheme dated 09.06.92 was available to those casual artists who were employed on casual basis as on 31.12.1991 and they should have engaged for an aggregate period of 120 days in a calendar year. Also, the casual artist should have been in possession of requisite education qualification and experience. Also, they should have been within the upper age limit, which was relaxable to the extent of services rendered by the casual Artist at the time of relaxation i.e. on 31.12.1991. However, the modifications to the scheme dated 09.06.92 were issued vide scheme dated 17.03.94 and 05.07.1994; but the crucial date for eligibility and for the purpose of calculation of age and age relaxation etc. remained same as that in the scheme dated 09.06.92.

14. Now, entering into the merit of the case, the matter has to be examined as to whether the workman was eligible for regularization within the terms and conditions of the above quoted schemes. In this regard the case of the workman is that he was engaged on 31.12.1985 as Casual Production Assistant, when he was well within the age as prescribed in the Rules. He has filed photocopy of his matriculation certificate wherein his dated of birth is mentioned as 12.11.1956. He has also filed photocopy of advertisement seeking application for the post of Production Assistant; wherein the prescribed age limit for the post has been mentioned as 21-30 years. Therefore, it comes out that when the workman was engaged initially he was well within the prescribed age for the post; but when the scheme for regularization dated 09.06.92 came into force he had become over age on the crucial date of eligibility i.e. on 31.12.91 when he was approximately of 35 years 1½ months age. Moreover, it is the case of the management that the case of the workman was considered within the terms of scheme dated 09.06.92, 17.03.94 and 05.07.94; but he could not be extended benefit of regularization being over-age. In this connection, it is pertinent to mention here that as per age relaxation clause provided in the scheme, a casual artist was required to be extended age relaxation with respect to the upper age-limit, to the extent of services rendered by him at the time of regularization. As per scheme,

for upper age relaxation, a minimum of 120 days service in the aggregate, in one year, was required to be treated as one year's service rendered for this purpose. Moreover, the service rendered for less than 120 days in a year were not going to be qualified for age relaxation. The workman has alleged that the management did not give any weightage for the services rendered by him for considering age relaxation, which resulted into his disqualification for the regularization. In this respect, the management of the Doordarshan in its evidence has stated that the workman was provided age relaxation of two years even then he could not qualify the terms of regularization being over age.

15. The workman in his pleadings, pleaded that he was within the age limit when initially engaged; but got over age during his engagement. He has further pleaded that had he been given age relaxation, he would have come within the ambit of the regularization scheme. This pleading of the workman has been denied by the management through pleadings as well as in its evidence with specific statement that the workman was given two years age relaxation even then he failed to qualify for regularization as per regularization schemes. As per settled law, the initial burden was on the workman to prove before this Tribunal that he was eligible for age relaxation and for this he was required to prove, through cogent evidence, that he actually worked for 120 days in aggregate in each calendar year from 1985 to 1991 for seeking age relaxation in order to come within the purview of terms of regularization scheme; but he failed to do so. Admittedly, the workman worked with the management, intermittently; but the workman has neither given any detail for his working nor any reliable proof for payments made to him during different calendar years of engagement as contended by him. For calculating 120 days working a formula has been enumerated in the scheme, which is based on the monthly payment made to a casual artist; but the workman has not come forward either with the working days detail or monthly payment details nor has tried to summon the relevant documents from the management i.e. engagement letters, payment slips or vouchers or attendance sheets or 'Q' Sheets as envisaged in the scheme itself.

However, the workman has filed year wise statement; paper No. 7/48 showing amount paid to him during his engagement, which is as under:

| Year | Paid Amount in a year | Remarks |
|------------|-----------------------|-----------------------------------|
| (1) | (2) | (3) |
| 31.12.1985 | Rs. 44.75 | No Comments |
| 1986 | Rs. 4275.50 | 200 days admitted by the employer |
| 1987 | Rs. 3000.00 | 125 days admitted by the employer |

| (1) | (2) | (3) |
|-----------|---------------|-----------------------------|
| 1995 | Rs. 3000.00 | No. remarks by the employer |
| 1996 | Rs. 22,250.00 | " |
| 1997 | Rs. 16,000.00 | " |
| 1998 | Rs. 18,300.00 | " |
| 1999 | Rs. 30,000.00 | " |
| 2000 | Rs. 38,200.00 | " |
| 30/7/2001 | RS. 25,900.00 | " |

From perusal of above yearly payment details, it reveals that the workman actually worked up to 30.07.2001 with the opposite party; but as per terms of the schemes for regularization the working up to 31.12.1991 was required to be considered; either for considering the eligibility or for age relaxation. It was specifically mentioned in the OM dated 09.06.1992 that the "scheme would be applicable to all those Casual Artists who were employed on Casual basis on 31.12.1991 including those who were on the rolls of the Doordarshan, though they may not be in services now will be eligible for consideration. Those who were engaged on casual basis after 31.12.1991 will not be eligible for consideration. Further, clause (e) of the OM dated 05.07.1994 provides that the Casual Artists who have worked for 120 days in any calendar year as per revised scheme too up to the period ending on 31st December, 1991 only should be considered for regularization. The casuals who have completed 120 days after 31.12.1991 are not currently counted for regularization. Accordingly, it comes out that working/engagement up to 31.12.1991 was relevant for the purposes of consideration within the terms of regularization schemes dated 09.06.1992, 17.03.1994 and 05.07.1994. Hence, the argument of the authorized representative of the workman that the workman worked up to 30.07.2001 and his working up to 2001 should be considered for regularization has no merit. Here from the document/payment detail, filed by the workman himself though not admitted by the management, if for the argument's sake if it is taken to be true even then the workman's working only for two years i.e. 1986 and 1987 was required to be taken into account and since the workman did not work with the management after 1987 and up to 1991 therefore, he was not entitled for any age relaxation for working during 1987 to 1991. This again goes to show that the management of the Doordarshan rightly extended age relaxation of two years to the workman.

Thus, the workman utterly failed to establish that he actually worked for 120 days in aggregate in a calendar year to give him benefit of age relaxation required by him; and in the absence of any proof it is hard to carve any finding that the workman actually worked with the management and he was eligible for regularization after giving age relaxation of approximately more than five years.

16. As regard termination of the workman on 31.07.2001, the management has pleaded that the workman

was never appointed by the opposite party; rather he was engaged for short spells on casual basis as and when required by it. This fact is admitted by the workman in pleadings as well as in his evidence. Moreover, the workman himself has filed offer letters which goes to show that he had been engaged by the management for specified time, therefore, the end of engagement on completion of task or engagement period does not amounts to termination of services.

17. The workman pleaded that the management has terminated his services without complying with the provisions of Section 25 F of the Act. In this regard the burden lies upon the workman to prove that he has worked for 240 days in preceding one years from the date of alleged termination as per provision of the Act and as per law laid down in 2005 (107) FLR 1145 (SC) Surenderanagar Panchayat and another v. Jethabhai Pitamberbhai; wherein Hon'ble Apex Court came to the conclusion that where the workman failed to prove that he had been in employment with the employer for a period of 240 days uninterruptedly, he is not entitled to the protection, in compliance of Section 25-F of the Industrial Disputes Act, 1947. It was held by the Hon'ble Supreme Court that the scope of the enquiry before the Labour Court was confined only to 12 months preceding the date of termination to decide the question of the continuous service for the purpose of section 25-F of the Industrial Disputes Act, 1947. Further, Hon'ble Apex Court has observed as under:

"The claimant, apart his oral evidence has not produced any proof in the form of receipt of salary or wages for 240 days or record of his appointment of engagement for that year to show that he has worked with the employer for 240 days to get the benefit under section 25-F of the Industrial Disputes Act. It is now well settled that it is for the claimant to lead evidence to show that he in fact worked for 240 days in a year preceding his termination."

Therefore, in view of the above referred case law, in order to take any relief for non-compliance of mandatory provisions contained in section 25-F of the Act, it is necessary for the claimant to lead evidence to the effect that he was actually in employment of the opposite party for 240 days in the year preceding his termination and he was actually paid for it. In the instant case although there is pleading that provisions of Section 25-F the Act, have not been complied with, there is no piece of evidence to show that the workman worked for 240 days with the management of Doordarshan in twelve calendar months preceding the date of termination. It is pertinent to mention here that the workman has failed to substantiate this fact that the workman worked for 240 days in a year preceding the date of termination.

18. Thus, in view of the facts and circumstances of the case and the case laws laid down by the Hon'ble Apex Court, I am of considered opinion that the workman's claim for regularization in the services of the Doordarshan not

sustainable in the eye of law being beyond the ambit of regularization schemes dated 09.06.1992 and the modified schemes dated 17.03.1994 and 05.07.1994. Accordingly, the reference is adjudicated against the workman, Ramesh Chandra Sanwal; as such he is not entitled for any relief.

19. Award as above.

LUCKNOW

17th September, 2013.

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2013

का०आ० 2320.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स वेस्टन कोलफील्ड लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 170/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04/10/2013 को प्राप्त हुआ था।

[सं० एल-22012/208/1996-आई आर (सी-II)]

बी० एम० पटनायक, डेस्क अधिकारी

New Delhi, the 4th October, 2013

S.O. 2320.—In pursuance of Section 17 of Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 170/2000) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of WCL, and their workmen, received by the Central Government on 04/10/2013.

[No. L-22012/208/1996-IR(C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/170/2000

Date: 16.09.2013.

Party No. 1 : The Sub Area Manager,
New Majri Open cast, Sub Area of WCL,
PO: Shivajinagar, Distt. Chandrapur
(MS).

Party No. 2 : Shri Gurudas Vikaram Pazare,
C/o. Shri Chandramani Vikram Pazare,
Near Nehru Ward, Ganeshpur Road,
Wani, At, PO & The. Wani,
Distt. Yeotmal. (MS).

AWARD

(Dated: 16th September, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of

Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of New Majri Open Cast Sub Area of WCL, and their workman, Shri G.V. Pazare, to CGIT-Cum-Labour Court, Bombay for adjudication, as per letter No. L-22012/208/96-IR (C-II) Dated 27.06.1997/15.07.1997, with the following schedule:-

"Whether the action of the management of New Majri Open Cast Sub Area of WCL in dismissing Shri G.V. Pazare, Ex. Fitter Helper from service w.e.f. 01.09.1992 is legal and justified? If not, to what relief is the workman entitled and from what date?"

Subsequently, the case was transferred to this Tribunal for adjudication in accordance with law.

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri G.V. Pazare, ("the workman" in short), filed the statement of claim and the management of the Western Coal Fields Limited, ("Party No. 1" in short) filed their written statement.

The case of the workman as presented in the statement of claim is that charge sheet dated 14/15.04.1992 was served on him on the allegation that on 14.04.1992 at 11 A.M., he was in a state of intoxication and he entered in to the office of the Suptd. Engineer, Shri A.K. Dey and misbehaved with him and abused him and in the charge sheet, nothing was mentioned as to what type of abuses were given to Shri Dey and Mr. Hussain, who was involved in the matter was appointed as the enquiry officer and he was not impartial and the entire enquiry conducted against him is unfair and has no merit and neither the copy of the enquiry report nor the second show cause notice was given to him, before passing of the order of dismissal and the findings of the enquiry officer are perverse, as the same are against the evidence on the record of the enquiry and the order of punishment is bad in law and is liable to be set aside and he is entitled for reinstatement in service with continuity and full back wages.

3. The party no. 1 in the written statement has pleaded *inter-alia* that the workman was working as a fitter helper at New Majri Open cast mine and on 05.03.1992, while he was working in the general shift, he left his place of work without permission and at about 10.30 AM, he entered in to the office of the Suptd. Engineer, Shri A.K. Dey and misbehaved with him and abused him and at that time, he was in a drunken state and as his above acts were in contravention of the provisions of the standing order of the colliery, he was charge sheeted vide charge sheet dated 5/6.03.1992 and he was asked to explain his conduct and the workman submitted his written explanation vide his letter dated 08.03.1992, denying the charges and as the explanation of the workman was found not satisfactory,

the departmental enquiry was initiated against him and Shri A.F. Hussain, Senior Executive Engineer (E & M) was appointed as the enquiry officer to hold the enquiry against him and the workman did not raise any objection to the appointment of Shri A.F. Hussain as the enquiry officer and the workman appeared in the enquiry on 28.04.1992 without any co-worker, though he was specifically advised in the letters issued to him by the enquiry officer to come with his co-worker and being asked by the Enquiry Officer as to whether he would like to take the assistance of a co-worker, the workman replied that he would do so on the next date and as the workman did not ask for any adjournment for the said purpose, the enquiry proceeded and the workman pleaded not guilty to the charges, when the same was read over and explained to him and thereafter, witnesses for the management were examined in presence of the workman and the workman was asked to cross-examine the witnesses, but he declined to do so and as the enquiry could not be completed on 28.04.1992, the same was adjourned to 09.06.1992 and on 09.06.1992 though the workman was present with his co-worker the management representative was absent, so the case was adjourned to 10.06.1992 and as on 10.06.1992, the co-worker of the workman was absent, the enquiry was adjourned to 11.06.1992 and on 11.06.1992, the management representative closed the evidence without examination of any further witness and then the workman examined himself as a witness in his defence and he was cross-examined by the representative for the management and as the workman did not want to produce any other witness in his defence, the enquiry was closed on 11.06.1992 and the enquiry officer submitted his report to the Suptd. of Mines/Manager, New Majri Open Cast Mine, holding the charges to have been proved against the workman and the enquiry officer, while writing his report and finding, analyzed the evidence adduced before him in detail and submitted his objective report and his report was based entirely on the records of the enquiry and on no extraneous considerations and the disciplinary authority was in agreement with the findings of the enquiry officer, after going through the report and proceedings of the enquiry and considering the seriousness of the misconduct, the workman was dismissed from the service by order dated 01.09.1992, w.e.f. 01.09.1992, after obtaining approval from the competent authority and the dismissal of the workman is perfectly justified and lawful and the punishment was imposed after a fair and proper enquiry in which the charges levelled against him were duly proved and as the punishment is proportionate to the charges, the same does not call for any interference.

It is also pleaded by party no. 1 that another charge sheet dated 14/15.04.1992 was issued against the workman, but further action in the said charge sheet had to be kept in abeyance, in view of his dismissal on the charges levelled against him vide charge sheet dated 5/6.03.1992 and the workman totally misconceived the facts and the

submissions made in respect of the same were totally irrelevant and the enquiry officer, who conducted the enquiry against the workman was not involved in the incident and it is well settled by the Hon'ble Apex Court that the non-supply of the enquiry report to the workman will not vitiate the enquiry proceeding/action of the management, unless it is submitted and proved by the workman that due to the non-supply of the enquiry report a prejudice was caused to his case and the workman has not pleaded as to whether any prejudice was caused and if so, as to how and there is no merit in the case and the workman is not entitled to any relief.

4. It is necessary to mention here that the fairness or otherwise of the departmental enquiry conducted against the workman was taken for consideration as a preliminary issue and by order dated 03.03.2007, the enquiry conducted against the workman was held to be improper and illegal and as the party no. 1 had prayed to allow it to lead evidence to prove the charges against the workman, in case of answering of the preliminary issue in favour of the workman in the written statement itself, the party No. 1 was allowed to lead evidence to prove the charges against the workman before this Tribunal.

5. In order to prove the charges, party no. 1 examined two witnesses, namely, Shri Ajay Kumar Dey, the then Suptd. Engineer, who was alleged to be misbehaved and abused by the workman in a state of intoxication and one Shri Wamanrao S. Gadling, who was the head security guard on the alleged date of occurrence. The workman has examined himself as a witness, besides examining Shri Narendra G. Ginnalwar as the other witness, by way of rebuttal evidence.

6. Before delving into the merit of the matters, I think it necessary to mention about the charges levelled against the workman under the charge sheet dated 05/06.03.1992. The charges levelled against the workman are:-

- 18(1)(e)- Drunkenness, fighting or riotous, disorderly or indecent behaviour at the premises of the mine.
- 18(1)(p)- Leaving work without permission or sufficient reason.
- 18(1)(r)- Threatening, abusing or assaulting any superior or co-worker.

7. So far the evidence adduced by party no. 1 to prove the charges against the workman is concerned, Shri Ajay Kumar Dey has stated that he was working as Suptd. Engineer (E&M) and on 05.03.1992, while he was working in his office in the E&M workshop of New Majri colliery, at about 10 AM, he heard some shouting and use of abusive language outside the office and immediately thereafter, the workman who was on duty at that time entered into his office and started shouting at him and abused him in very filthy language saying, "SALA TUM

KO DEKH LUNGA- TUM HAMKO FRIDAY KO DUTY NAHI DETA HAI" and the workman also threatened to kill him, if he got him outside and from his physical appearance, he was looking drunk and from his mouth foul smell of drinking alcohol was also coming and while the workman was still in his office, the Sr. Security Inspector, Shri D.T. Borkar and the Security guard, Shri Gadling, who were on duty at the workshop came into his office and he asked Shri Borkar to take the workman to colliery hospital for his medical examination, as he appeared to be in a drunken state, but at that time, Shri Pazare, the workman ran away from his office and he immediately went to the office of the Suptd. of Mines/Manager and reported the incident to him and after reporting the matter, he came back to his office and the workman did not come back to the workshop on that day till 5 PM, the end of that shift.

In his cross-examination, this witness has admitted that for the incident dated 05.03.1992, he did not lodge any report in the police station. On perusal of the evidence of Shri Ajay Kumar Dey, it is found that though this witness has been cross-examined at length, nothing of importance has been brought out in his cross-examination to disbelieve his testimony.

8. Shri Wamanrao S. Gadling, who was working as the head security guard on the date of occurrence is the other witness examined by party no. 1 to prove the charges levelled against the workman. Shri Gadling in his evidence on affidavit has stated that from 1990 to 1993, he was working as Head Security Guard at Majri OC and on 05.03.1992, while he was on duty, at about 10.30 AM, the workman, Shri G.V. Pazare came shouting at the top of his voice and abusing Shri A.K. Dey, the Suptd. Engineer (E&M) in filthy language and the workman entered into the office of Shri Dey and went on abusing Shri Dey in filthy language and also threatened him to kill and he and Shri Borkar, the security inspector entered into the office of Shri Dey, as the workman was in a violent mood and when Shri Dey asked Shri Borkar to take the workman to colliery hospital for medical checkup as he appeared to be drunk, the workman fled away from the office of Shri Dey and left the workshop.

In his cross-examination, this witness has stated that the workman, Pazare entered the workshop by abusing from the gate of the workshop, which was situated about 10 to 15 feet away from the workshop and he did not try to catch hold up the workman and he also did not ask the workman to go away from the workshop.

9. So far the rebuttal evidence is concerned, the workman, who has examined himself as a witness has stated that he did not commit any misconduct as alleged in the charge sheet dated 05/06.03.1992 and on 05.03.1992 he reported for duty and when he was sitting in the canteen and taking tea, he got information that his wife fell down

and it was necessary to take her to the hospital, so he went to the workshop and informed Shri Dey that he has to take his wife to the hospital and asked to give him off, but Shri Dey scolded him and he remained silent and after striking off his attendance, he left for his house.

In his cross-examination, the workman has admitted that on 05.03.1992, his duty was in the electrical/mechanical workshop of Marji Colliery in the general shift and the employees working in the workshop use to mark their attendance in the Time office, which is situated half kilometer away from the workshop and the canteen is situated near the Time office. Contradicting his own evidence, the workman in his cross-examination has started that on 05.03.1992 after making his attendance, he did not go to the canteen and his wife was ill on 05.03.1992 and at about 8.30 AM on 05.03.1992, his nephew came to the workshop and informed him about the illness of his wife and after getting the information, he informed Shri Dey, the Engineer, who was present in the workshop about the illness of his wife and he did not go to the Time office and Mr. Dey did not reply anything and thereafter, he informed the Fitter, Mr. Akre about the illness of his wife and about giving such information to Mr. Dey and left the workshop. He has further admitted that neither in his statement of claim nor in his affidavit, he has mentioned that on 05.03.1992 at 8.30 AM, when he was in the workshop, his nephew came to the workshop and informed him about the illness of his wife and Mr. Dey did not abuse him.

10. The other witness examined by the workman is Shri Narendra Ganpatrao Ginnalwar. In his examination-in-chief on affidavit, this witness has stated that on 05.03.1992 he was on duty in the general shift and he was working with Shri Akre and Shri Sanjay and they were repairing an ambulance and the workman was helping them and at about 10/10.30 AM, the workman was informed about some relative to have come to meet him and the workman went outside the workshop and after some time, the workman went to the cabin of Shri Dey and at about 10.50 AM, he came to them and informed them that his relative informed him about the illness of his wife and the necessity of his going to his house immediately and that he had informed Shri Dey about the illness of his wife and to take her immediately to the hospital and that he had requested Shri Dey to give him off and then the workman went for his house.

In his cross-examination, the witness has stated that on 05.03.1992, nobody came to inform the workman about the illness of his wife, in his presence and he did not go to the cabin of Shri Dey with the workman and he does not know as to what happened in the cabin of Shri Dey and he did not ascertain from Shri Dey, if Shri Dey had allowed leave to the workman or not.

11. At the time of argument, it was submitted by the learned advocate for the party No. 1 that though it has been held by the Tribunal that due to non-supply of the

enquiry report and the second show cause notice to the workman, he was deprived of proper and reasonable opportunity to put up his defence and therefore, the departmental enquiry is not legal and proper and the same is vitiated, it has not been held that the departmental proceedings is violative of the principles of natural justice and therefore, there is justification for taking into consideration the departmental proceedings on record. It was further submitted by the learned advocate for the party No.1 that to prove the charges against the workman, two witnesses have been examined by the party No. 1 and the evidence of both the witnesses is consistent and trustworthy and from their evidence, it is established beyond doubt that on 05.03.1999 at about 10 AM, the workman entered into the cabin of Shri Dey in a State of intoxication and abused him in filthy language and threatened him to kill and thereafter, he left the workshop, even though he was on duty in the general shift and the evidence of the workman and the other witnesses examined by him is quite inconsistent and the same is not only contradictory to each other but also, self contradictory and the same is shaky and not at all trustworthy and the party No. 1 has been able to prove the charges levelled against the workman and the misconduct proved against the workman is so serious that any punishment short of dismissal would be too light and would have adverse effect on the overall discipline of the mine.

In support of the submissions, the learned advocate for the party No. 1 placed reliance on the decisions reported in 2003 LAB IC-250 (Akaram Vs. M/s. Dalal Project Services Pvt. Ltd.), 1996 LAB IC-462 (B.C. Chaturvedi Vs. Union of India), 2005 LAB IC-854 (Bharat Forge Vs. Uttam Manohar) and 2005 LLR-360 (Mahindra & Mahindra Ltd Vs. N.B. Naravade).

12. Per contra, it was argued by the learned advocate for the workman that in this case, it was held by this Tribunal that the departmental enquiry conducted against the workman not to be proper and legal and the same is vitiated and the party No. 1 was directed to prove the charges against the workman by leading evidence before this Tribunal and the party No. 1 has only examined two witnesses, namely, Shri Dey and Shri Gadling and no documentary evidence has been produced by party No. 1 and the oral evidence of the two witnesses examined by the party No. 1 cannot be said to be sufficient to prove the charges and moreover, their evidence is not trust worthy and it is clear from the evidence of the workman and the other witness examined on his behalf in rebuttal that on 05.03.1992, at about 9 AM, the workman received information about the illness of his wife and the necessity of his going to his house to take his wife to the hospital, so he intimated such facts to Shri Dey and asked to give him leave and thereafter, the left the workshop. It was also submitted by the learned advocate for the workman that though one of the charges levelled against the workman is drunkenness, the workman was never examined medically

to prove the same and the oral evidence is not sufficient to prove the charges and as the party No. 1 has failed to prove the charges, the workman is entitled to reinstatement in service with continuity, full back wages and all consequential benefits.

13. Admittedly, the preliminary issue regarding the fairness or otherwise of the departmental enquiry has been answered in favour of the workman. So, now, it is to be considered as to whether the party No. 1 has been able to prove the charges against the workman from the evidence adduced before this Tribunal.

On perusal of the evidence of Shri Dey, the Suptd. Engineer, who was abused in filthy language and threatened to be killed, as per the allegation made in the charge sheet, it is found that his evidence is quite consistent and as already mentioned above, nothing has been brought out in his cross-examination to disbelieve his testimony. The evidence of Shri Gadling the other witnesses examined by party No. 1 is in complete corroboration to the evidence of Shri Dey. The testimony of Shri Gadling has not at all been shaken in the cross-examination. There is nothing on record to show that either Shri Dey or Shri Gadling had any grudge against the workman, so as to falsely implicate him in the case. Their evidence cannot be disbelieved only because, the matter was not reported to the police, as submitted by the learned advocate for the workman. It is also clear from the evidence of the said witnesses that the workman could not be medically examined for drunkenness, as he fled away from the workshop, when Shri Dey asked the security inspector and Shri Gadling to take him to the hospital for his medical examination.

14. Now the rebuttal evidence adduced by the workman is to be considered. The workman has tried to prove that on 05.03.1992 at about 9 AM while he was on duty, he received information about the illness of his wife and the necessity of taking her to the hospital and as such, he informed about the same to Shri Dey and requested for giving him off for 05.03.1992 and then left the workshop for his house and there was no incident on 05.03.1992 as alleged by party No. 1 in the charge sheet. In this connection, at first, it is to be mentioned that such a plea has not at all been mentioned in the statement of claim. It is also found that the workman has not come up with clean hands to claim the relief. It is clear from the materials on record and the own admission of the workman that two separate charge sheet dated 5/6.03.1992 and 14/15.04.1992 were served on him for two different incidents dated 05.03.1992 and 14.04.1992 respectively. The workman has not mentioned anything about submission of the charge sheet dated 05/06.03.1992 in his statement of claim. Rather, he has stated that though in the charge sheet, management had stated the date of occurrence to be 14.04.1992, the witness for the management stated the date of occurrence as 05.03.1992, in the statement of claim.

Moreover, the evidence of the workman and the witness examined by him is not only contradictory to each other, but the same is also self contradictory.

The workman in his examination-in-chief on affidavit has mentioned that he did not commit any misconduct as mentioned in the charge sheet dated 5/6.3.1992 and on 05.03.1992, he reported for duty and when he was sitting in the canteen and taking tea, he got information that his wife fell down and it was necessary to take her to the hospital, so he went to the workshop and informed Shri Dey about the same and asked him to give him off, but Shri Dey scolded him and he (workman) did not say anything and after striking off his attendance, he left for his house. Demolishing his own evidence given in the examination-in-chief, the workman in his cross-examination has stated that on 05.03.1992 after marking attendance, he did not go to the canteen and at about 8.30 AM on 05.03.1992, when he was in the workshop, his nephew came to the workshop and informed him about the illness of his wife and after getting information of the illness of his wife, he informed about the same to Shri Dey and he did not go to the Time office and Shri Dey did not reply anything and then he informed Mr. Akre, the Fitter, about the illness of his wife and that he had already informed the same to Shri Dey and left the workshop.

The statement of Shri Ginnalwar, the other witness examined by the workman itself is contradictory to the evidence of the workman. This witness has stated that on 05.03.1992 at about 10/10.30 AM, while the workman was in the workshop, he was informed that some relative had come to meet him, so the workman went to outside of the workshop and after sometime, he went to the cabin of Shri Dey and at about 10.50 AM, the workman came out of the cabin of Shri Dey and informed them about getting information of illness of his wife from the relative and about his informing the same to Shri Dey and to give him off and he left for his house. The workman in his evidence has not stated that Shri Ginnalwar was on duty on 05.03.1992 and he informed Shri Ginnalwar about getting information about the illness of his wife and informing about the same to Shri Dey. So, the evidence of Shri Ginnalwar can be said to be hearsay evidence. Moreover, as the evidence of the workman and Shri Ginnalwar is so contradictory to each other that, it is not possible to place reliance on the same.

15. From the evidence adduced by the party No. 1, it is found that party No. 1 has been able to prove that on 05.03.1992 at about 10 AM, the workman entered into the cabin of Shri Dey in a state of intoxication and abused him in filthy language and threatened to kill him and even though he was on duty in the workshop in the general shift, he left the workshop without any permission. The party No. 1 has been able to prove all the three charges levelled against the workman in the charge sheet dated 5/6.03.1992.

16. Now, the only question remains for consideration is regarding the punishment. Commission of serious misconducts has been proved against the workman. So the punishment of dismissal of the workman from services seems to be the appropriate punishment for commission of such serious misconduct. Hence, there is no need to interfere with the punishment imposed against the workman. Hence, it is ordered:—

ORDER

The action of the management of New Majri Open Cast Sub Area of WCL in dismissing Shri G. V. Pazare, Ex. Fitter Helper from service *w.e.f.* 01.09.1992 is legal and justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2013

का०आ० 2321.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एस ई सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 40/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4/10/2013 को प्राप्त हुआ था।

[सं० एल-22012/111/2001-आई आर (सीएम-II)]

बी० एम० पटनायक, डेस्क अधिकारी

New Delhi, the 4th October, 2013

S.O. 2321.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2002) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Hasdeo Area of SECL, and their workmen, received by the Central Government on 04.10.2013.

[No. L-22012/111/2001-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/40/2002

PRESIDING OFFICER : SHRI R. B. PATLE

Vice President,
R. C. W.F.,
PO : South Jhagrakhand,
Distt. Korea,
Chhattisgarh

...Workman/Union

Versus

Chief General Manager,
Hasdeo Area of SECL,
PO : South Jhagrakhand,
Distt. Korea (MP)

...Management

AWARD

Passed on this 11th day of September 2013

1. As per letter dated 21-2-2013 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-22012/111/2001-IR (CM-II). The dispute under reference relates to:

"Whether the action of the Chief General Manager, Hadeo Area of SECL, PO South Jhagrakhand, Distt. Korea (Chhattisgarh) in not providing the employment on compassionate ground to Shri Mahanth Kumar, S/o Ram Abhilash is legal and justified? If not, to what relief he is entitled to?"

2. After receiving reference, notices were issued to the parties. Ist party workman filed statement of claim. The case of workman is that he was working as Driller in South Jhagrakhand Colliery. He sustained personal injury by accident on 5-1-75 while in employment in underground. He received spinal injury and suffering from Paraplegia. He was declared disabled and medically unfit. He was paid compensation in 1978 under Workmen's Compensation Act, 1923. That the agreement/settlement dated 18-2-79 was confirmed time to time. The employment to dependents of deceased and medically unfit employees due to illness and injury etc. It is pointed out that one Late Ram Prasad Drill mazdoor was also involved in the same accident who expired due to this accident and his some Neem Sharan was given employment as dependent. The applicant was denied appointment on compassionate ground on the same principles. The applicant/Union prays appointment on compassionate ground to Mahanth Kumar, S/o Ram Abhilash.

3. IInd party filed Written Statement denying the claim of workman. It is submitted that the service conditions of employees working in Coal India are covered by settlement under NCWA. The provisions of employment to the dependent are incorporated in NCWA *w.e.f.* 1-1-1979. Clause 10-4-3 provides employment to one dependent of the disabled workman or on death of workman in service. That the workman was compensated by way of payment of Rs. 100% compensation under Workmen Compensation Act. There is no provision to provide employment to dependents of comapassionate ground. The claim of the applicant is not tenable. Union has no locus standi to raise the dispute. Shri Ramabhilas met with an accident on 5-1-75 therefore was paid 100% compensation. The cause of action arose on the date of accident when the dispute has been raised in the year 2000 *i.e.* after a lapse of 25 years. All

other contentions of Ist party workman are denied. The management prayed for rejection of the claim of workman.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | |
|--|---------------------------------------|
| (i) Whether the action of the Chief General Manager, Hadeo Area of SECL, PO South Jhagrakhand, Distt. Korea (Chhattisgarh) in not providing the employment on compassionate ground to Shri Mahanth Kumar, S/o Ram Abhilash is legal? | In Affirmative |
| (ii) If not, what relief the workman is entitled to?" | Relief prayed by workman is rejected. |

REASONS

5. Present reference is referred for legality of claim for appointment on compassionate ground to the dependents of Shri Ram Abhilash who died on 5-1-75. Claim of the Union is opposed. Management contention is that 100% compensation was paid under Workmen's Compensation Act therefore the claim for appointment on compassionate ground is not tenable. The Ist party Union did not adduce any evidence to substantiate his claim. Management filed affidavit of its witness G. Shyamala Rao. The witness of the management has stated that Ramvilas working as Driller met with accident on 5-1-75. He was paid 100% compensation. Even otherwise the claimant has for the first time applied for employment on compassionate ground in the year 1990 *i.e.* after lapse of 15 years from the date of accident. The dispute is referred after 25 years. The evidence of the witness of the management remained unchallenged as Union Representative failed to cross-examine the witness therefore I find no reason to disbelieve evidence of management's witness. Union has not adduced any evidence to substantiate claim for appointment on compassionate ground appear legal. Accordingly I record my finding in Point No. 1.

6. Point No. 2-In view of my finding in Point No. 1, the claim of Union for appointment on compassionate ground is not substantiated therefore relief prayed by Union deserves to be rejected.

7. In the result, award is passed as under:—

- (1) The action of the Chief General Manager, Hadeo Area of SECL, PO South Jhagrakhand, Distt. Korea (Chhattisgarh) in not providing the employment on compassionate ground to Shri Mahanth Kumar, S/o Ram Abhilash is legal.

(2) Relief prayed by workman is rejected.

R. B. PATLE, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2013

का०आ० 2322.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स के वि आई सी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 114/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04/10/2013 को प्राप्त हुआ था।

[सं० एल-42012/52/2000-आईआर (सी-II)]

बी० एम० पटनायक, डेस्क अधिकारी

New Delhi, the 4th October, 2013

S.O. 2322.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 114/2001) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Khadi and Village Industries Commission, and their workmen, received by the Central Government on 04/10/2013.

[No. L-42012/52/2000-IR(C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/114/2001

Presiding Officer : Shri R. B. PATLE

Shri Rakesh Gopale,
S/o Shri Amrit Rao Gopale,
Qtr. No. EWS-68, Kotra,
Sultanabad, Bhopal

....Workman

Versus

The Director,
Khadi & Village Industries Commission,
B-3/4, Office Ccomplex,
Bhopal.

The Manager,
Khadi Gramodyog Bhawan,
27, Bhadbhada Road, T.T. Nagar,
Bhopal.

....Management

AWARD

(Passed on this 6th day of September, 2013)

1. As per letter dated 14-6-2001 by the Government of India, Ministry of Labour, New Delhi, the reference is

received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-42012/52/2000-IR(C-II). The dispute under reference relates to:

"Whether the action of the management of Khadi and Village Industries Commission, Bhopal in terminating the services of Shri Rakesh Gopale, S/o Shri Amrit Rao Gopale *w.e.f.* 30-1-2000 without complying with the provisions of Section 25-F of I.D. Act is legal and justified? If not, to what relief he is entitled to?"

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Pages 3 to 7. Case of Ist party is that he was verbally appointed as daily wage employee and worked as peon and salesman from 11 AM to 8 PM in salesman office. From 1-1-96 till 30-1-2000 in office of IInd party No. 2. That he had completed 240 days service during the years. He had signed attendance register, payment voucher, his services were discontinued without notice, without paying any compensation, conciliation proceeding before Labour Court, IInd party contented that he was employee of Tiger Security Services as per the agreement with the said security service. On FOC proceeding the dispute is referred. Ist party workman submits that his services are terminated without notice, without paying retrenchment compensation is illegal. He prays for reinstatement with back wages.

3. IInd party filed Written Statement at Pages 51 to 53. Preliminary objection is raised that contractor, Tiger Security Services is not included as party. Therefore reference is not tenable. IInd party submits that it had entered in agreement with Tiger Security services on 20-3-94. Said Tiger security service is providing security service to the IInd party. Said security service is responsible for payment of wages to the employees. Ist party workman was not appointed by IInd party. Wages were not paid by IInd party to the workman. Appointment letter was not issued to him. Services of Ist party workman were terminated by Tiger Security Services and not by IInd party. On such ground, IInd party prays for rejection of the claim.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | |
|--|----------------|
| (i) Whether the action of the management of Khadi and Village Industries Commission, Bhopal in terminating the services of Shri Rakesh Gopale, S/o Shri Amrit Rao Gopale <i>w.e.f.</i> 30-1-2000 without complying with the provisions of Section 25-F of I.D. Act is legal? | In Affirmative |
|--|----------------|

- (ii) If not, what relief the workman is entitled to?"

Relief prayed by workman is rejected.

REASONS

5. Though Ist party workman is challenging termination of his service, workman remained absent despite of repeated notices issued to him. He was proceeded *ex parte*. The workman has not filed any evidence to substantiate his claim. IInd party filed affidavit of evidence of Shri Ajay Verma. The witness of the management has stated that it had entered in agreement with M/s. Tiger Security Services. Said security service is responsible for payment of wages to the employees working on its establishment. That Ist party workman was employee of Tiger Security Services. The contractor is not included as party in reference proceeding. Workman remained absent and failed to cross-examine the management's witness. The evidence of management's witness remained unchallenged. Workman has not adduced any evidence. Considering the evidence of management's witness, it is clear that the workman has failed to substantiate his claim that he is employee of IInd party and his services are terminated in violation of Section 25-F of I.D. Act. For above reasons, I hold that services of Ist party workman are not terminated by the IInd party. There is no question of any irregularity. Accordingly I record my finding on Point No. 1.

6. **Point No. 2**— In view of finding in Point No. 1 that the services of Ist party workman are not terminate by management, the relief prayed by workman is rejected.

7. In the result, award is passed as under:—

- (1) Action of the management of Khadi and Village Industries Commission, Bhopal in terminating the services of Shri Rakesh Gopale, S/o Shri Amrit Rao Gopale *w.e.f.* 30-1-2000 without complying with the provisions of Section 25-F of I.D. Act is legal.
- (2) Relief prayed by workman is rejected.

R.B. PATLE, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2013

का०आ० 2323.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स वेस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 19/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04/10/2013 को प्राप्त हुआ था।

[सं० एल-22012/107/2003-आई आर (सीएम-II)]

बी० एम० पटनायक, डेस्क अधिकारी

New Delhi, the 4th October, 2013

S.O. 2323.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 19/2004 of the *Cent. Govt. Indus. Tribunal-cum-Labour Court, NAGPUR* as shown in the Annexure, in the industrial dispute between the management of *Western Coalfield Limited*, and their workmen, received by the Central Government on 04/10/2013.

[No. L-22012/107/2003-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/19/2004

Date 13.09.2013

Party No. 1: The General Manager,
Western Coalfields Limited of Pench
Area,
PO: Parasia, Dist. Chhindwara, (MP).

Party No. 2: The General Secretary,
RKKMS (INTUC), Chandametta,
Chhindwara (MP)

AWARD

(Dated: 13th September, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman, Shri D.C. Pande, for adjudication, as per letter No.L-22012/107/2003-IR (CM-II) dated 30.01.2004, with the following schedule:—

"Whether the action of the management of WCL, Pench Area PO: Parasia, Distt. Chhindwara in terminating the services of Shri D.C. Pandey, Senior Store Keeper, Barkuhi hospital of WCL Parasia on 24.11.2001 justified? If not, to what relief the workman is entitled?"

2. On receipt of the eference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri D.C. Pandey, ('the workman' in short), filed the statement of claim and the management of WCL, ("Party No. 1" in short) filed their written statement.

In the statement of claim, it is pleaded by the workman that he came to be appointed in Rawanwara Colliery of the Party No. 1 on 1.5.1972 and as his service record was clean, promotion was granted to him from time to time and he reached upto the post of Senior Store Keeper

and while he was working as such, on 12.8.1999, as charge sheet was issued against him, wherein, various false charges were leveled and he submitted his reply to the charge sheet on 14.8.1999 by denying the charges leveled against him and the charges leveled against him were on the allegations that "he being the Sotre Keeper of Barkuhi Central hospital, in the year 1998-99, did not take any action for purchase of medicines in wholesale, but collected quotations from the local chemists and druggists and purchased medicines in piecemeal in a much higher rate" and according to the purchase manual of CIL, the subsidiary companies of CIL can procure material depending on the merit of the requirement assessed by the Dy. Chief Medical Officer and the Dy. Chief Medical Officer of Barkuhi hospital directed him to collect quotations from the parties and accordingly, he obtained quotations from the parties and submitted the same to the Dy. Chief Medical Officer, Barkuhi hospital, who in turn authorized the Medical Superintendent, Shri M.K. Joshi, 'E-5' rank of Barkuhi hospital to process the quotations and accordingly, Shri Joshi prepared the comparative statement of the quotations and he (workman) had not purchased the medicines and he is also not competent or authorized to do so and as such, the charge sheet issued against him is illegal and suffered from infirmities and therefore, the same is laible to be quashed and set aside. It is also pleaded by the workman that the Dy. Chief Medical Officer, Dr. V.S. Tiwari and Medical Superintendent, Dr. M.K. Joshi were also served with charge sheet dated 3.8.1999 containing similar charges as leveled against him and Dr. Tiwari being his Disciplinary Authority issued the charge sheet against him with the malafide intention to save his own skin and to make him (workman) the scape goat to cover the misconduct and he did not have any role in purchase of medicines and the General Manager, Pench Area constituted a committee, consisting of two doctors and one Sr. Accounts Officer for scrutiny of the medical bills and the said committee submitted its report on 23.9.1999 and the same was also approved by the General Manager and according to the said report, he (workman) collected the quotations and on randon checking the price of the medicines purchased was found to be less than the M.R.P. and from the said report, it could have been found that the was not guilty of the misconduct as alleged in the charge sheet and the Dy. Chief Medical Officer, Pench area wrote a letter to the Chief Medical Officer, Kanhan Area on 14.11.2000, asking him to intimate the price in regard to the medical items, for which the enquiry was going on against him and the C.M.O., Kanhan Area intimated *vide* his letter dated 14.11.2000 that IV Sets were not purchased from Relief Medicos, Barkuhi during the year 1998-99 and 1999-2000 and no hand gloves were purchased from Sanjay Medical Pharmasis during 1998-99 and 1999-2000, which also shows that no misconduct was committed by him and in spite of the letter of the General manager regarding withdrawal of black listing of Relief Medicos and recommendation for purchase and reimbursement of medical bills, the charge

sheet against him was not withdrawn and the Inquiry Officer also failed to appreciate the materials on record regarding local purchase of medicines and so also the evidence of Dr. M.K. Joshi and Dr. V.K. Tiwari and during the enquiry, he demanded for relevant documents for his defence, which were in possession of the management, but such documents were not supplied to him and thus the principles of natural justice were not followed and management failed to examine the main witness, Mr. Kutty, the Vigilance Officer, basing on whose complaint, the charges sheet was issued against him and thus he was deprived of cross-examining the said witness, which was also violative of the principles of natural justice and the Inquiry Officer was biased and he concluded the enquiry in a haste and for that he filed a writ before the Hon'ble High Court and the Hon'ble Court directed the Party No. 1 to consider the reply to the show cause notice, filed by him before passing of the final order and the order of dismissal is illegal and as such, he is entitled for reinstatement in service with continuity and full back wages.

3. In its written statement, the Party No. 1 has pleaded *inter-alia* that while the workman was working as the Senior Store Keeper in Barkuhi hospital, during the period 1998-99, he did not process for purchase of medicines in whole sale on rate contract and purchased medicines in piece meal in a higher rate and thus he committed misconduct of fraud and dishonesty and for such misconduct, charge sheet dated 12.8.1999 under clause 26.1 and 26.22 of the certified Standing Order was issued against him and the workman submitted his reply denying the charges and as the reply submitted by the workman was not found satisfactory, it was decided to conduct departmental enquiry against him and one Shri S. Kerketta, Personnel Manager was appointed as the Inquiry Officer and Dr. V.K. Tiwari was appointed as the management representative and the Inquiry Officer fixed several sittings of the enquiry by issuing memo of enquiry from time to time and the workman fully participated in the enquiry with the assistance of his co-worker, Shri C. Bhattachaya, the General Secretary of RKKMS and he was granted full opportunity to defend his case and the witnesses examined by the department were cross-examined by the workman through his co-worker and after closure of the evidence from their side, the workman was asked to adduce evidence from his side and the workman submitted a written statement containing five pages, which was treated as his examination-in-chief and he was cross-examined by the management and thereafter the workman did not want to lead further evidence, so the enquiry proceeding was closed and the departmental proceeding was held legally, properly and by following the principles of natural justice and the Inquiry Officer submitted his findings holding the workman guilty of the charges leveled against him and the findings are supported by legal evidence and on receipt of the findings of the Inquiry Officer on 17.9.2001, the workman was issued

with the show cause notice alongwith a copy of the report submitted by the Inquiry Officer and the workman submitted his reply to the said show cause notice *vide* his letter dated 1.10.2001 and while the final decision was pending, the workman filed writ petition No. 5251/2001 before the Hon'ble High Court, Jabalpur challenging the departmental enquiry and findings of the Inquiry Officer, however, the Hon'ble Court while disposing of the writ petition was pleased to give direction to consider the plea taken by the workman in his show cause, before passing of the final order and in compliance to the direction of the Hon'ble Court, the plea taken by the workman was considered and the final order imposing punishment of termination from service was passed on 24.11.2001 and being aggrieved by the said order, the workman filed an appeal but the same was dismissed and the action of the management in dismissing the workman from service is legal, proper and justified, in view of the serious misconduct proved against him.

4. As this is a case termination of the services of the workman after holding of a departmental enquiry against him, the fairness or otherwise of the departmental enquiry was taken up as a preliminary issue for consideration and by order dated 03.01.2011, the departmental enquiry conducted against the workman was held to be legal, proper and in accordance with the principles of natural justice.

5. At the time of argument, it was submitted by the learned advocate for the petitioner that the workman was working as the senior store keeper in Barkuhi Area hospital and the job assigned to him was to keep the records of the store and to assist the hospital authority and the workman, Dr. V.S. Tiwari (the Dy. Chief Medical Officer) and Dr. M.K. Joshi (Medical Superintendent) of Barkuhi hospital were charge sheeted, on the allegations of purchasing of medicines and surgical items unauthorisedly on higher prices and Dr. V.S. Tiwari against whom charge sheet had been submitted for commission of the misconduct like the workman, submitted the charge sheet against the workman and in his reply to the charge sheet, it was clearly mentioned by the workman that medicines and other medical items were purchased by the competent authority, Dr. V.S. Tiwari and Dr. M.K. Joshi as per the delegation of powers by calling quotations from the local authorized distributors of the manufacturers and not by him and as per the direction of the General Manager of Pench Area, an enquiry committee consisting of three members was constituted to make enquiry and the enquiry committee made enquiry and scrutinized the relevant medical bills, registers and other documents and submitted their report and in the said report, it was mentioned that the usual purchase procedure of obtaining three quotations was followed and the workman obtained the quotations and on random checking, it was confirmed that price charges were less than MRP and the hospital prices list applicable to Government Institutions was not available to Barkuhi hospital and it

was difficult to obtain, as these items are of several varieties and are of different companies and it was also recommended by the committee that the method of purchase from local market has been done as per practice by the purchase cell of the hospital during the year, as one time arrangement, since the medicines have been purchased and consumed, this may be approved and in view of the enquiry it was clear that neither any irregularity nor any misconduct was committed by the workman, so the charge sheet should have been withdrawn and he should have been exonerated from the charges levelled against him, as has been done in the cases of Dr. M.K. Joshi and Dr. V.K. Tiwari from the same charges and this itself shows malicious treatment with the workman and the same is illegal, arbitrary and contrary to the principles of natural justice and the workman was made the scapegoat and Dr. V.S. Tiwari was punished with minor punishment of censure considering his superannuation, lenient view was taken against him and Dr. M.K. Joshi was exonerated from the charges and the same parameter should have been applied against the workman, who was also nearing superannuation and Dr. M.R. Joshi and Dr. V.S. Tiwari were examined as witnesses in the enquiry and Dr. Tiwari acted as the presenting officer also and the enquiry officer gave erroneous findings by closing his eyes of such glaring irregularities and the charge sheet submitted against the workman is bad in law and the workman being the store keeper was not competent to purchase any medicine or surgical item and Dr. V.S. Tiwari and Dr. M.K. Joshi were the competent authorities to purchase the same and the findings of the enquiry office are against the evidence on record and the same are perverse and the punishment imposed is shockingly disproportionate and the workman is entitled for reinstatement in service with continuity, full back wages and all other consequential reliefs.

6. Per contra, it was submitted by the Learned Advocate for the party no. 1 that it has already been held by this Tribunal that the departmental enquiry conducted against the workman is legal, proper and in accordance with the principles of natural justice and commission of serious misconducts has already been proved against the workman in a properly conducted departmental enquiry and the punishment imposed against the workman cannot be said to be shockingly disproportionate and therefore, there is no scope for the Tribunal to interfere with the punishment.

It was further submitted by the Learned Advocate for the party no. 1 that the workman has not been able to show that lenient punishment was imposed against the doctors and the doctors, the same cannot be a ground to interfere with the punishment imposed against the workman.

In support of such contentions, the Learned Advocate for the party no. 1 placed reliance on the

decisions reported in (1997) 6 SCC-159 (Punjab Dairy Development Corporation Ltd. Vs. Kalasingh), 1995 LAB IC-311 (Government of Tamilnadu Vs. A. Rajapandian), (1997) 6 SCC-75 (Commissioner of Police Vs. Jayasurian), 2009-I-LLJ-220 (SC) (West Bokaro Colliery Vs. Ram Parvesh Singh) and 2011-1-LLJ-665 (MP) Gurmit Singh Vs. Punjab and Sindh Bank).

7. Before delving into the merit of the case, I think it proper to mention the settled principles in regarding to the power and jurisdiction of the Tribunal to interfere with the disciplinary matter of punishment by string of authorities including the decisions cited by the Learned Advocate for the party no. 1.

It is clear from the principles enunciated by the Hon'ble Apex Court that the Tribunal cannot sit as a court of Appeal over a decision based on the findings and where there is some relevant materials which the disciplinary authority has accepted and which materials reasonably support the conclusion reached by the disciplinary authority, it is not the function of the Tribunal to review the same and reach different finding than that of the disciplinary authority. However, it is also well settled by the Hon'ble Apex Court that in a case where there is no doubt in procedure in the course of a domestic enquiry into the charges for misconduct against an employee, the Tribunal can interfere with an order of dismissal, where the finding is perverse or where there is no prima facie case and in such a case, the Tribunal does not sit as a court of appeal, weighing or re-appreciating the evidence itself, but only examines the finding of the enquiry officer on the evidence in the domestic enquiry as it is.

So, keeping in view the principles settled by the Hon'ble Apex Court as mentioned above, now, the present case in hand is to be considered.

8. Admittedly, the workman was working as the senior store keeper at Barkuhi hospital of WCL and charge sheet no. 1393/99 dated 12.08.1999 was issued against him, under clauses 26.1 and 26.22 of the certified standing order. The allegations made in the charge sheet against the workman were that he was working as the senior store keeper in Central hospital, Barkuhi and in the year 1998-1999 and he instead of taking steps for purchasing of medicines in wholesale, collected quotations from the local retailers and made to purchase eight hundred pieces of I.V. sets from Relief Meicare, Badkuhi (200 pieces on four occasions *vide* bill nos. 10197, 10201, 10202 and 10203 dated 08.12.1998, 22.12.1998, 02.01.1999 and 15.01.1999 respectively) and 300 of disposable hand gloves from Sanjay Medicals, Parasia (100 pieces on three occasions *vide* bill nos. 10633, 10647 and 10773 dated 08.09.1998, 09.09.1998 and 17.09.1998 respectively) in a much higher rate and due to such action, heavy monetary loss was to be sustained by the company.

Clauses 26.1 and 26.22 of the certified standing order read as follows:

26.1— Theft, fraud or dishonesty in connection with the employer's business or property.

26.22— Any willful and deliberate act which is subversive of discipline or which may detrimental to the interest of the company.

9. Perused the documents of the departmental enquiry held against the workman including the report submitted by the enquiry officer. It is clear from the evidence on record of the enquiry that the Incharge of Central hospital Barkuhi has the authority to give orders for purchase of medicines and in case of non-availability of any particular medicine in the store, the store incharge/senior store keeper makes the proposal for local purchase of the said medicine and after the same is approved by the Incharge of the hospital, the medicine is being purchased locally. It is also clear from the materials on record of the departmental enquiry that the workman as the senior store keeper collected the quotations for purchase of the items as mentioned in the charge sheet and after approval of the purchase committee of the lowest quotation and as per the direction of the purchase committee, the workman purchased the said item locally. Though party No. 1 gave the comparative price of I.V. set and disposable hand gloves supplied to Kanhan Area Hospital in a lower rate than the rate of the items purchased locally for Barkuhi hospital and bills of such supply of the articles to Kanhan Area hospital in a lower rate were produced, there is no allegation and so also no evidence on record to show that the quality and company of the articles purchased by Barkuhi hospital and supplied to Kanhan area hospital were the same. It is also clear from the evidence on record of the enquiry that the workman had no power to pass order for purchase of medicines or other articles for the hospital or to purchase the same and it is the Incharge of the hospital, who has the said power. It is also clear from the evidence on record of the enquiry that as per the direction of the purchasing committee of the hospital, the workman purchased the articles for the hospital. So, the findings of the enquiry officer that the charges under clauses 26.1 and 26.22 are proved against the workman are totally against the evidence on record of the enquiry and are perverse. Hence, the punishment imposed against the workman basing on such perverse finding is illegal and is unsustainable. Hence, the punishment of termination imposed against the workman is to be set aside.

10. So far the submission made by the learned advocate for the workman regarding discriminating treatment towards the workman is concerned, the workman in paragraphs 7 and 8 of the statement of claim has specifically mentioned that charge sheets dated 03.08.1999 were served on Dr. V.S. Tiwari, the Deputy Medical Officer, Barkuhi hospital and Dr. M.K. Joshi, Medical Suptd. Barkuhi

hospital, who prepared the comparative statement of the quotations for purchase of medical items and in the charge sheets, charges similar to the charges levelled against him were levelled against the said two doctors and charge sheet was submitted against him on 12.08.1999 by the said two doctors to make him scapegoat with the intention to cover up their misconduct and in paragraph 19 of the statement of claim, it has been pleaded by the workman that Dr. V.S. Tiwari and Dr. M.K. Joshi were let off by the party No. 1 and thus a discriminatory treatment was given to him. In the written statement, party No. 1 has not all dealt with such pleadings made by the workman. The workman in his evidence on affidavit had also mentioned about party No. 1 levelling similar charges against Dr. Tiwari and Dr. Joshi in the charge sheet submitted respectively against them and that they were let off by the party No. 1 and his such evidence was not at all challenged. It is also found from the documents filed by the workman that Dr. V.S. Tiwari and Dr. M.K. Joshi were also charge sheeted for similar charges as levelled against the workman and Dr. M.K. Joshi was exonerated from the charges by order dated 21.02.2000 and Dr. V.S. Tiwari was only censured by order dated 21.02.2000. So, it is clear from the material on record that the workman was discrimination in the matter of imposition of the punishment and on this ground also, the punishment imposed against the workman is not sustainable.

11. Now, the question remains for consideration is as to what relief or reliefs, the workman is entitled. Taking the entire facts and circumstances of the case in hand into consideration, it is found that the workman is entitled to reinstatement in service with continuity, full back wages and all consequential benefits. Hence, it is ordered:—

ORDER

The action of the management of WCL, Pench Area PO: Parasia, Distt. Chhindwara in terminating the services of Shri D.C. Pandey, Senior Store Keeper, Barkuhi hospital of WCL Parasia on 24.11.2001 is unjustified. The order to termination of the services of the workman dated 24.11.2001 is quashed and set aside. The management of WCL is directed to reinstate the workman in service with continuity *i.e. w.e.f.* 02.11.2001 and to pay full back wages and all consequential benefits. As it is found that the superannuation date of the workman has already been elapsed, the workman be nominally reinstated in service *w.e.f.* 02.11.2001 and he be given the back wages and monetary benefits of all consequential benefits till the date of superannuation and so also the retirements benefits. The party No. 1 is directed to give effect to the award, within one month of the publication of the award in the official gazette.

J. P. CHAND, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2013

का०आ० 2324.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स वेस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 58/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04.10.2013 को प्राप्त हुआ था।

[सं एल-22012/249/2003-आईआर (सीएम-II)]
बी०एम० पटनायक, डेस्क अधिकारी

New Delhi, the 4th October, 2013

S.O. 2324.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 58/2004 of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of WCL, and their workmen, received by the Central Government on 04.10.2013.

[No. L-22012/249/2003-IR(CM-II)]
B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/58/2004

Date: 13.09.2013

Party No. 1 : The Chief General Manager, WCL,
Pench Area, PO: Parasias, Chhindwara
(MP)

Party No. 2: The Secretary,
Rashtriya Koyla Khadan Mazdoor
Sangh (INTUC), Regional Officer,
Chandametta, Chhindwara

AWARD

(Dated: 13th September, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman, Shri Kashiprasad, for adjudication, as per letter No. L-22012/249/2003-IR (CM-II) dated 13.05.2004, with the following schedule:—

अनुसूची

क्या प्रबंधन चीफ जनरल मैनेजर, वेस्टर्न कोलफील्ड लिमिटेड, पेंच एरिया पो० परासिया जिला छिन्दवाड़ा म०प्र० के प्रबंधन द्वारा श्री काशीप्रसाद टो० नं० 336 बी०जी० सायडिंग

परासिया जिला छिन्दवाड़ा को वर्ष 1996 से 1998 तक लोडिंग क्लर्क का कार्य लिए जाने पश्चात् इस पद के लाभ एवं नियमितीकरण की पात्रता न दिए जाने की कार्यवाही न्यायोचित है? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है?

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Kashiprasad, ("the workman" in short), filed the statement of claim and the management of WCL, ("Party No. 1" in short) filed their written statement.

The case of the workman as presented in the statement of claim is that he was initially appointed as a general mazdoor category-I in the year 1993 in the excavation division, Pench area and thereafter, on consideration of his eligibility and skill, he was promoted to category-C and then to category-B and then to category-A in the same division *w.e.f.* 01.10.1989 and 01.01.1998 respectively and on 13.12.1990, while he was discharging his duties, in Shiopuri open cast Mine, he sustained severe injuries in course of his employment as a result of which, he became partially disable and was referred to the Medical Board, for his examination and after examination, the Medical board declared him unfit for his original duties and on the recommendation of the Medical board, he was transferred to B.G. siding of Shiopuri open cast mine and was posted as a loading clerk *w.e.f.* 01.02.1995, on the basis of his educational qualification and the post of loading clerk falls under clerical grade-II as per the staffing, pattern and he was assured regarding payment of wages as applicable to the said post, by party No. 1, but, even though, he was discharging the duties of loading clerk, he was paid the wages of category-IV and till date also, he is being paid the wages of category-IV, which is contrary to the service Rules and on 08.04.1998, he was posted as loading mate-category-IV by the party No. 1 illegally, even though he was posted as loading clerk *w.e.f.* 01.02.1995 and completed more than 3 years of continuous service on that post and as such, he was entitled for regularisation on the post of loading clerk with salary of the said post and post of loading mate category-IV is neither included under the wage board nor under the staff pattern and as such, the action of the party no. 1 in posting of as loading mate category-IV was most illegal and arbitrary and amounted to unfair labour practice contemplated under schedule-IV of the Act and contrary to the labour laws.

The further case of the workman is that the maximum period of probation is six months under the service Rules applicable to the employees of party no. 1 and the period of probation can be extended by another three months and as he had served on the post of loading clerk grade-II continuously for more than three years, he had acquired the status of confirmed employee as loading clerk-II and as

such, his appointment as loading mate category-IV by party No. 1 is quite unjust, improper, illegal and the same was done with malafide intention for depriving him from regularisation on the post of loading clerk grade-II.

The workman has prayed for a direction to party No. 1 for payment of wages of loading clerk grade-II *w.e.f.* 01.02.1995 and to regularize his services on the said post with consequential benefits.

3. The party No. 1 in the written statement has pleaded *inter-alia* that the terms of reference is factually incorrect and prejudicial to its interest and the Government exercised excess of jurisdiction by arriving at a wrong conclusion that the workman worked as loading clerk for the period from 1996 to 1998 and as such, the order of reference is illegal and the same is not maintainable and the claim is highly belated and hence, not maintainable and the workman has claimed promotions to the post of clerk grade-II and promotion cannot be claimed as a matter of right, as it is a managerial function. It is further pleaded by party No. 1 that the service conditions of coal mines workers are governed by National Coal Wage Agreement and the said Coal Wage Agreement carries job nomenclature and cadre scheme for all categories and the cadre scheme contains designation, post, grade, scale of pay, eligibility criteria of employees for promotion and mode of promotion etc. and the provisions of mines rules are applicable to the employees working in coal industry and the workman was working as a driver in excavation division and he was transferred alongwith other employees working in different units/colliery to B.G. siding *vide* office order no. 897/95 dated 15.01.1995, where in the designation of each worker was given and in pursuance to the said order, the workman was released by the manager, Kukarmunda OC Mines, where he was working by office order dated 21.01.1995 and the workman submitted his joining report at B.G. siding and in the LPC issued in respect of the workman, the designation of the workman was mentioned as excavator operator and the workman, while working at BG siding, submitted an application dated 11.09.1999 requesting the management to give him the job of loading mate and his application was considered by it and he was permitted to discharge the duties of loading mate and consequently, *vide* office order No. 148 dated 27.06.2000, the services of the workman was confirmed in the post of loading mate category-IV and according his pay was fixed as per the pay scale attached with the post of loading mate of category-IV and the designation of the workman from driver to loading mate was changed as per his request. It is also pleaded by party no. 1 that the workman was not posted to B.G. siding as loading clerk *w.e.f.* 01.12.1995 and he did not discharge the duties of loading clerk and he was allowed to work as loading mate category-IV as per his own request and the workman is not entitled to any relief.

4. Both the parties, besides relying on documentary evidence, have led oral evidence in support of their

respective claims. The workman has examined himself as a witness in support of his case, whereas, one Shri Samir Barla, the Manager (personnel) has been examined as a witness by party no. 1.

In his examination-in-chief, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim. However, in his cross-examination the workman has admitted that the service conditions of the employees of coal India are governed by the provisions of NCWA and under NCWA, there is cadre scheme for each category of employees and as per order dated 15.01.1995 (document Ext. M-2), he himself and seven other drivers were transferred to B.G. siding and as per document, Ext. M-3, dated 21.01.1995, he was released from his duties by the Manager Kukurmunda OC Mine to report for duty to the Manager B.G. siding and Ext. M-4 is the copy of his joining report dated 01.02.1995 at B.G. siding and Ext. M-5 is the copy of his LPC, Ext. M-6 is his application dated 11.10.1999 to the Manager B.G. siding and Ext. M-7 is the order of his pay fixation. The workman has also admitted that after he was declared medically unfit, alternative job was given to him by the management in a lower category and he did not receive any written order regarding his posting as a loading clerk *w.e.f.* 01.02.1995 and he also did not receive the wages of a loading clerk and management cannot appoint any body directly as a clerk grade-II and appointment to clerk grade-II is made by way of promotion from clerk grade-III.

5. The evidence of the witness for the management is also in the line of the stands taken by the party no. 1 in the written statement though this witness has been cross-examined at length, nothing of substance has been brought out in the cross-examination to disbelieve his testimony.

6. At the time of argument, it was submitted by the learned advocate for the workman (as per the written notes of argument) that the documents filed by the workman are admitted by party no. 1 and they have been marked as Exts. W-I to W-XXV and the case of the workman is proved by the document, Ext.-XXV and it is clear from the documentary evidence as well as the oral evidence of the workman that he worked as a loading clerk and thus he is entitled for his regularization as loading clerk grade-II and wages of a loading clerk grade-II from 1995.

7. Per contra, it was submitted by the learned advocate for the party no. 1 that the workman was never posted as a loading clerk at B.G. siding and it is clear from the documentary evidence and so also the oral evidence adduced by party no. 1 that the workman worked as a loading mate and on his application dated 11.10.1999, he was permitted to work as a loading mate and by order dated 27.06.2000, his services as loading mate were confirmed and the workman is entitled to any relief.

8. On perusal of the evidence on record, both oral and documentary, it is found that the workman while working as a driver at Kukurmunda Mine was transferred

to B.G. siding alongwith seven other drivers as per the office order dated 15.01.1995, Ext. W-X and in pursuance to the said order, he was released from Kukurmunda OC Mine by the Manager to join at B.G. siding as per the office order, Ext. W-XI. It is also found that the workman submitted his joining report to the Manager, B.G. siding on 01.02.1995 as per Ext. M-3. In his joining report, the workman has mentioned has designation as driver. Ext. W-XXII is the office copy of the application submitted by the workman to the Manager, B.G. siding. Ext. W-XXII, the workman has clearly mentioned that he is being asked to drive heavy vehicle after his transfer to B.G. siding and as due to accident his hand became defective, there is chance of accident and as such, he be provided duty in the Token office. From Ext. W-XXII, it is found that after his joining at B.G. siding, he was working as a driver and not as a loading clerk.

So far the document, Ext. W-XXV is concerned, the same is the caste certificate of the workman, which shows that he is a member of the Schedule Caste and that document is no way proves that the workman was working as a loading clerk.

The workman has failed to file a single document to show that he was posted as a loading clerk or was directed to work as a loading clerk by any authority of party no 1 at B.G. Siding. In his cross-examination also, he has admitted that he did not receive any written order from the management regarding his posting as a loading clerk *w.e.f.* 01.02.1995. On the other hand, the documents on record show that he was transfer as a driver to B.G. siding from Kukurmunda Mine and he joined as a driver and on his request he was allowed to work as loading mate and was subsequently regularized in the said post. The workman is not entitled to any relief as claimed. Hence, it is ordered:—

ORDER

The reference is answered in the negative and against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2013

का०आ० 2325.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 नवम्बर, 2013 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 [44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है] अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध उड़ीसा राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:—

“जिला अनगुल की तालचर तहसील में थर्माल, बन्तोल, बाघुआबोल, जगन्नाथपुर, कुकुडुला, घंटपड़ा के राजस्व गांव”।

[सं० एस-38013/69/2013-एस०एस० I]

जार्जकुटी टी० एल०, अवर सचिव

New Delhi, the 10th October, 2013

S.O. 2325.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2013 as the date on which the provisions of Chapter-IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Odisha namely:—

"The areas comprising of the revenue village of Tharmal, Bantola, Baghuabola, Jagannathpur, Kukudula and Ghantapada in the Tahsil of Talher, in the district of Angul.

[No. S-38013/69/2013-S.S.-I]

GEORGEKUTTY T. L., Under Secy.

नई दिल्ली, 22 अक्टूबर, 2013

का०आ० 2326.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 नवम्बर, 2013 को उस तारीख के रूप में नियत करती है, जिनको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध छत्तीसगढ़ राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:—

| क्र० संख्या | राजस्व ग्राम | तहसील | जिला |
|-------------|--------------|-------|-------|
| 1 | 2 | 3 | 4 |
| 1. | सरगबुंदिया | करतला | कोरबा |
| 2. | ढनढनी | करतला | कोरबा |
| 3. | सण्डेल | करतला | कोरबा |
| 4. | भैसामुड़ा | करतला | कोरबा |
| 5. | बरपाली | करतला | कोरबा |
| 6. | पकरिया | करतला | कोरबा |
| 7. | नवापारा | करतला | कोरबा |
| 8. | पुरैना | करतला | कोरबा |
| 9. | जर्वे | करतला | कोरबा |
| 10. | खरहरी | करतला | कोरबा |
| 11. | तरदा | करतला | कोरबा |
| 12. | कछरीमाल | करतला | कोरबा |
| 13. | भादा | करतला | कोरबा |
| 14. | बैगापाली | करतला | कोरबा |

| 1 | 2 | 3 | 4 |
|-----|----------|--------|-------|
| 15. | गुमिया | करतला | कोरबा |
| 16. | जोगीपाली | करतला | कोरबा |
| 17. | कनकी | करतला | कोरबा |
| 18. | भलपहरी | कटघोरा | कोरबा |
| 19. | माटीकुडी | कटघोरा | कोरबा |
| 20. | कनबेरी | कटघोरा | कोरबा |
| 21. | तिरगा | कटघोरा | कोरबा |
| 22. | बुढ़ना | कटघोरा | कोरबा |
| 23. | पंतोरा | बलौदा | कोरबा |
| 24. | करमा | बलौदा | कोरबा |
| 25. | केराकछार | बलौदा | कोरबा |
| 26. | गतवा | बलौदा | कोरबा |
| 27. | पतरापाली | बलौदा | कोरबा |
| 28. | खोड्डल | कोरबा | कोरबा |
| 29. | अखपाली | कोरबा | कोरबा |
| 30. | बरीडिह | कोरबा | कोरबा |
| 31. | कटवितला | कोरबा | कोरबा |
| 32. | देवरमाल | कोरबा | कोरबा |
| 33. | कुदुरमाल | कोरबा | कोरबा |
| 34. | उरगा | कोरबा | कोरबा |
| 35. | पलादी | कोरबा | कोरबा |
| 36. | पहन्दा | कोरबा | कोरबा |
| 37. | सरईडीह | कोरबा | कोरबा |
| 38. | सेमीफली | कोरबा | कोरबा |
| 39. | भैसमा | कोरबा | कोरबा |

[सं० एस-38013/64/2013-एस०एस० I]
जार्जकुटी टी० एल०, अवर सचिव

New Delhi, the 22nd October, 2013

S.O. 2326.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2013 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the

following areas in the State of Chhattisgarh namely:—

| S.No. | Revenue Village | Tehsil | District |
|-------|-----------------|----------|----------|
| 1 | 2 | 3 | 4 |
| 1. | Saragbundia | Kartala | Korba |
| 2. | Dhandhani | Kartala | Korba |
| 3. | Sandel | Kartala | Korba |
| 4. | Bhaisamuda | Kartala | Korba |
| 5. | Barpali | Kartala | Korba |
| 6. | Pakariya | Kartala | Korba |
| 7. | Newapara | Kartala | Korba |
| 8. | Puraina | Kartala | Korba |
| 9. | Jarwe | Kartala | Korba |
| 10. | Kharhari | Kartala | Korba |
| 11. | Torda | Kartala | Korba |
| 12. | Kachharimal | Kartala | Korba |
| 13. | Bhada | Kartala | Korba |
| 14. | Baigapali | Kartala | Korba |
| 15. | Gumiya | Kartala | Korba |
| 16. | Jogipali | Kartala | Korba |
| 17. | Kanki | Kartala | Korba |
| 18. | Bhalpahari | Katghora | Korba |
| 19. | Kanberi | Katghora | Korba |
| 20. | Matikura | Katghora | Korba |
| 21. | Tirga | Katghora | Korba |
| 22. | Budhna | Katghora | Korba |
| 23. | Pantora | Baloda | Korba |
| 24. | Karma | Baloda | Korba |
| 25. | Kera Kachhar | Baloda | Korba |
| 26. | Gatwa | Baloda | Korba |
| 27. | Patrapali | Baloda | Korba |
| 28. | Khoddal | Kartala | Korba |
| 29. | Akhpali | Korba | Korba |
| 30. | Baridih | Korba | Korba |
| 31. | Katvitla | Korba | Korba |
| 32. | Devarmal | Korba | Korba |
| 33. | Kudurmāl | Korba | Korba |
| 34. | Urga | Korba | Korba |
| 35. | Paladi | Korba | Korba |

| 1 | 2 | 3 | 4 |
|-----|-----------|-------|-------|
| 36. | Pahanda | Korba | Korba |
| 37. | Saraidih | Korba | Korba |
| 38. | Semiphali | Korba | Korba |
| 39. | Bhaisma | Korba | Korba |

[No. S-38013/64/2013-SS.I]
GEORGEKUTTY T.L., Under Secy.

नई दिल्ली, 22 अक्टूबर, 2013

का०आ० 2327.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 नवम्बर, 2013 को उस तारीख के रूप में नियत करती है, जिनको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध छत्तीसगढ़ राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

“जिला राजगांदागांव की तहसील तुमडीबोड़ में स्थित राजस्व ग्राम-खपरीकला बाकल, आरगांव पेटेश्री, बोदेला, बरहापुर, सिवनीखुर्द तुमडीबोड़, किरगी, बुद्धभरदा, बनभेड़ी, कोपेडीह, खैरी, आलीखुंटा, मचानपार दीवानझिटिया, धौराभाठा, नाथु नवागांव, कोहका, ढाबा, पेन्डररवानी, जामसरारखुर्द, ओडारबांध, टोलागांव, मारगांव तथा तहसील एवं जिला राजनांदागांव में स्थित राजस्व ग्राम-इन्दांमरा, बरगा, बनभेड़ी, रीवगहन, पनेका बांकल के अन्तर्गत आने वाली सभी क्षेत्र”।

[सं० एस-38013/63/2013-एसएस I]
जार्जकुटी टी० एल०, अवर सचिव

New Delhi, the 22nd October, 2013

S.O. 2327.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2013 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Chhattisgarh namely:—

"Revenue villages of Khaprikala, Bakal, Aargaon, Pateshree, Bodela, Barhapur, Sivnikhurd, Tumdibod, Kirgi, Buddhbharda, Banbhedi, Kopedihi, Khairi, Aalikhuta, Manchanpar, Diwanjhitia, Dhourabhata, Nathu Nawagaon, Kohkha, Dhaba, Pendarwani, Jamsarakhurdh, Odarbandh, Tolagaon, Margaon within the Tehsil Tumdibod, District Rajnandgaon and Indamara, Barga, Banbhedi, Reewagahan, Dongargaon, Paneka, Bakal the areas falling within the Tehsil and District Rajnandgaon“.

[No. S-38013/63/2013-S.S. I]
GEORGEKUTTY T.L., Under Secy.

नई दिल्ली, 22 अक्टूबर, 2013

का०आ० 2328.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 नवम्बर, 2013 को उस तारीख के रूप में नियत करती है, जिनको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध कर्नाटक राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:—

| क्र० संख्या | राजस्व ग्राम का नाम | होबली | तालुक | जिला |
|-------------|---------------------|-------|-------|--------------|
| 1. | सिरसी | सिरसी | सिरसी | उत्तर कन्नडा |

[सं० एस-38013/65/2013-एस.एस.1]
जार्जकुटी टी० एल०, अवर सचिव

New Delhi, the 22nd October, 2013

S.O. 2328.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2013 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Karnataka namely:—

| Sl. No. | Name of the Rev. Village or Municipal Limits | Hobli | Taluk | District |
|---------|--|-------|-------|---------------|
| 1. | Sirsi | Sirsi | Sirsi | Uttar Kannada |

[No. S-38013/65/2013-S.S. I]
GEORGEKUTTY T.L., Under Secy.

नई दिल्ली, 22 अक्टूबर, 2013

का०आ० 2329.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 नवम्बर, 2013 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

| केन्द्र | क्षेत्र के अंतर्गत आने वाले निम्न राजस्व गाँव |
|----------------|---|
| 1 | 2 |
| कांचीपुरम जिला | 1. वेंगैवासल |

| 1 | 2 |
|--------------------|---------------|
| शोलिंगनल्लूर तालुक | 2. गौरिवाक्कम |
| वेंगैवासल | 3. संतोषपुरम |
| | 4. माडंबाक्कम |

[सं एस-38013/66/2013-एसएस 1]

जार्जकुटी टी० एल०, अवर सचिव

New Delhi, the 22nd October, 2013

S.O. 2329.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2013 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil-Nadu namely:—

| Centre | Area Comprising the Revenue Villages of |
|-----------------------|---|
| Vengaivasal | 1. Vengaivasal |
| Sholinganallur Taluk, | 2. Gowrivakkam |
| Kancheepuram | 3. Santoshpuram |
| District | 4. Madambakkam |

[No. S-38013/66/2013-S.S. I]

GEORGEKUTTY T.L., Under Secy.

नई दिल्ली, 24 अक्टूबर, 2013

का०आ० 2330.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 नवम्बर, 2013 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उपधारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध उड़ीसा राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

“जिला कटक की सदर कटक तहसील में अडालिया, जिला खोर्द्वा की बालिअन्ता तहसील में भिमपुर एवं जिला पुरी की पिपिलि तहसील में पुबाशासन के राजस्व गांव”।

[सं एस-38013/68/2013-एसएस 1]

जार्जकुटी टी० एल०, अवर सचिव

New Delhi, the 24th October, 2013

S.O. 2330.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2013 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into

force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Section 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Odisha namely:—

"The areas comprising of the Revenue Village of Andhalia in the Tahasil of Sadar Cuttuck in the District of Cuttuck, Bhimpur in the Tahasil Baliana in the District of Khurda and Pubasasan in the Tahasil of Pipli in the District of Puri.

[No. S-38013/68/2013-S.S. I]

GEORGEKUTTY T.L., Under Secy.

नई दिल्ली, 24 अक्टूबर, 2013

का०आ० 2331.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 नवम्बर, 2013 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उपधारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध छत्तीसगढ़ राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

“जिला जांजगीर-चांपा की तहसील डभरा (टून्डरी) में स्थित राजस्व ग्राम-सोडका, बासनपाली, फूल बंधिया, पंडरी पाली, खैर पाली, कुकरी झरियां, आमापाली, बसनाझर, टुण्डी नवापारा, अरसीपाली, लिटाईपाली, जुनवानी, खैरमुड़ा अकोल जमोरा, टायंग, ब्यांग, भदरापाली, पनझर, नंदेली, बैसपाली, कंवली, केनापाली, धुरकोट, ओडेकेरा, कोमों डुमरपाली, करपीपाली, सिंघीतराई तथा तहसील डभरा (टून्डरी) के अन्तर्गत आने वाले सभी क्षेत्र।”

[सं एस-38013/70/2013-एसएस I]

जार्जकुटी टी० एल०, अवर सचिव

New Delhi, the 24th October, 2013

S.O. 2331.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2013 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Chhattisgarh namely:—

"Revenue villages of Sadka, Basanpali, Phul Bandhiya, Pandri Pali, Khair Pali, Kukri Jhariya, Amapali, Basanjhar, Tundri, Nawapara, Arsipali, Litaipali, Junwani, Khair Muda, Akol Jamora, Jamora, Taing, Baing, Bhadrappali, Panjhar, Nandeli, Baispali, Kanwali, Kenapali, Dhurkot, Adekera, Komo, Dumarpali, Karpipali, Singhitara and the areas falling within the Tehsil Dabhara (Tundri), Dist-Jangir-Champa,"

[No. S-38013/70/2013-S.S. I]

GEORGEKUTTY T.L., Under Secy.

नई दिल्ली, 24 अक्टूबर, 2013

का०आ० 2332.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 नवम्बर, 2013 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उपधारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध हरियाणा राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

| क्रम संख्या | राजस्व भाग | हदबस्त संख्या | तहसील | जिला |
|-------------|------------|---------------|--------|--------|
| 1. | नौरंगाबाद | 16 | भिवानी | भिवानी |
| 2. | बापोड़ा | 24 | भिवानी | भिवानी |
| 3. | कालुवास | 13 | भिवानी | भिवानी |
| 4. | देवसरा | 25 | भिवानी | भिवानी |

[सं० एस-38013/72/2013-एस०एस० I]
जार्जकुटी टी० एल०, अवर सचिव

New Delhi, the 24th October, 2013

S.O. 2332.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2013 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Haryana namely:—

| S.N. | Revenue Village | Hadbast No. | Tehsil | District |
|------|-----------------|-------------|---------|----------|
| 1. | Norangabad | 16 | Bhiwani | Bhiwani |
| 2. | Bapora | 24 | Bhiwani | Bhiwani |
| 3. | Kaluwas | 13 | Bhiwani | Bhiwani |
| 4. | Devsar | 25 | Bhiwani | Bhiwani |

[No. S-38013/72/2013-S.S. I]
GEORGEKUTTY T.L., Under Secy.